

# **Exhibit F**

MAY-09-2008 14:26 From:

To: 12127048356

Page: 2/5

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**BARBARA MCFADDEN**

**Plaintiff**

**v.**

**THE PULLMAN GROUP, LLC**

**Defendant**

**Civil Action No. 2:08-cv-00193**

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**STIPULATION AND ORDER**

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**IT IS HEREBY STIPULATED AND AGREED** by and between all parties to this action, by their undersigned counsel, as follows:

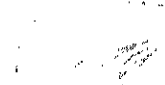
1. On consent of the parties, Defendant's Motion to Stay Proceedings and Compel Arbitration is hereby granted, and this Action is ordered to arbitration in New York, New York under New York Law under the auspices of the American Arbitration Association ("AAA") pursuant to ¶ 11 of the agreement dated May 2, 2002 between The Pullman Group, LLC, Gene McFadden and John Whitehead (the "Agreement").
2. The parties are hereby ordered to continue the proceedings in arbitration, and any and all claims arising out of or related to the Agreement by all or any of the parties shall be determined in the arbitration proceeding, including, but not limited to, defendant's counterclaims.

May-09-2008 14:26 From:


To: 12127048356

Page: 3 of 5

3. The parties further agree that they will not challenge the authenticity of the signatures on the Agreement or the fact that the Agreement was executed in the Arbitration proceeding or any other proceeding related to the Agreement.
4. This Court retains jurisdiction over the parties to enforce and administer all orders, awards, directives and findings rendered in the Arbitration proceeding.

By:   
Oren J. Warshavsky  
TROUTMAN SANDERS LLP  
The Chrysler Building  
405 Lexington Avenue  
New York, NY 10174  
Phone: (212) 704-6213

*Counsel for Plaintiff*

By:   
Jonathan J. Ross  
CAPLAN & ROSS, LLP.  
100 Park Avenue  
18th Floor  
New York, NY 10017  
Phone: (212) 973-2376

*Counsel for Defendant*

So Ordered This \_\_\_\_ day of \_\_\_\_ 2008.

\_\_\_\_\_  
U.S.D.J.

# **Exhibit G**



New York Writer/Publisher Relations Office  
320 West 57th Street  
New York, NY 10019-3790

Nashville Writer/Publisher Relations Office  
10 Music Square East  
Nashville, TN 37203-4399

Los Angeles Writer/Publisher Relations Office  
8730 Sunset Boulevard  
Los Angeles, CA 90069-2210

London Writer/Publisher Relations Office  
84 Harley House, Marylebone Road  
London NW1 5HN, England

Page 1 of 7

## Royalty Statement

**Affiliate:** MC FADDEN GENE  
**Account No:** 000224598-D9645

**CAE No:** 062.10.73.15

**Distribution Date:** October 23, 1998

**U.S. Performance Period:** 1ST QUARTER 1998  
**International:** 81ST ACCOUNTING

### Summary of Current Royalty Earnings

Description	U.S.	International
Current Earnings	\$1,350.23	\$4,319.37
Amount Paid/Direct Deposited	\$1,350.23	\$4,319.37

Taxes Withheld	Current	Year to Date

### Summary of Year to Date Royalties as of October 23, 1998

Description	Payments	Adjustments	Applied to Balance Due	Withheld
U.S.	\$5,438.63	\$0.00	\$0.00	\$0.00
International	\$13,983.53	\$0.00	\$0.00	\$0.00
<b>Totals:</b>	<b>\$19,422.16</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Questions About Your Statement? Call: (212) 586-2000 or visit bmi.com  
BMI's Next Distribution Will Occur During: January 1999 Moving? Please Notify BMI in Writing.



New York Writer/Publisher Relations Office  
320 West 57th Street  
New York, NY 10019

Nashville Writer/Publisher Relations Office  
10 Music Square East  
Nashville, TN 37203

Los Angeles Writer/Publisher Relations Office  
8730 Sunset Boulevard  
Los Angeles, CA 90069

London Writer/Publisher Relations Office  
84 Harley House, Marylebone Road  
London NW1 5HN, England

Miami Writer/Publisher Relations Office  
5201 Blue Lagoon Dr., Suite 310  
Miami, FL 33126

Atlanta Writer/Publisher Relations Office  
3636 Habersham Rd., Suite 1103  
Atlanta, GA 30306

## Royalty Statement

Page 1 of 9

**Affiliate:** MC FADDEN GENE  
**Account No:** 000224598

**CAE No:** 062.10.73.15

**Distribution Date:** July 11, 2001

**U.S. Performance Period:** 4TH QUARTER 2000  
**International:** 92ND ACCOUNTING

### Summary of Current Royalty Earnings

Description	U.S.	International	Total
Current Earnings	\$2,258.52	\$2,189.44	\$4,447.96
Amount Paid/Direct Deposited	\$2,258.52	\$2,189.44	\$4,447.96

### Summary of Year to Date Royalties as of July 11, 2001

Description	Payments	Adjustments	Applied to Balance Due	Withheld
U.S.	\$6,637.77	\$0.00	\$0.00	\$0.00
International	\$10,426.99	\$0.00	\$0.00	\$0.00
<b>Totals:</b>	<b>\$17,064.76</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Questions About Your Statement? Call: (212) 585-2000 or visit [bmi.com](http://bmi.com)  
 BMI's Next Distribution Will Occur During: October 2001 Moving? Please Notify BMI in Writing.  
 Retain This Statement for Future Reference. Charges May Apply for Duplicate Copies.

Please separate at the perforation below before cashing or depositing



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London Writer/Publisher Relations Office  
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Page 1 of 8

## Royalty Statement

Affiliate: MC FADDEN GENE  
Account No: 000224598-D9645

CAE No: 062.10.73.15

Distribution Date: October 22, 1999

U.S. Performance Period: 1ST QUARTER 1999  
International: 85TH ACCOUNTING

### Summary of Current Royalty Earnings

Description	U.S.	International	Total
Current Earnings	\$1,920.77	\$4,287.65	\$6,208.42
Amount Paid/Direct Deposited	\$1,920.77	\$4,287.65	\$6,208.42

### Summary of Year to Date Royalties as of October 22, 1999

Description	Payments	Adjustments	Applied to Balance Due	Withheld
U.S.	\$6,121.78	\$0.00	\$0.00	\$0.00
International	\$15,081.31	\$0.00	\$0.00	\$0.00
Totals:	\$21,203.09	\$0.00	\$0.00	\$0.00

Questions About Your Statement? Call: (212) 586-2000 or visit [bmi.com](http://bmi.com)  
BMI's Next Distribution Will Occur During: January 2000 Moving? Please Notify BMI in Writing.

Please account of the performance before payment or depositing



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Page 1 of 8

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Account No: 000224598-D9645

CAE No: 062.10.73.15

Distribution Date: October 22, 1999

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International: 85TH ACCOUNTING

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Please separate at the perforation below before cashing or depositing





BROADCAST MUSIC, INC.  
320 West 57th Street  
New York, NY 10019-3790

# BMI U.S. Feature Royalties Statement

Participant: MC FADDEN, GENE

D9645W

Page: 2 of 2

Period: 1ST QTR 1997

Distribution Date: Oct 17, 1997

Quarter Ending: Mar 31, 1997

Title	Song #	Series / Film	Episode	Performances Source	Count	Use Bonus Levels	Year Percentage	Amount
I LL ALWAYS LOVE MY MAMA	A230347			RADIO	1,126	RF E	25.00	27.1
I LL ALWAYS LOVE MY MAMA	A230347	MARTIN	SOPHOMORE JINX	CABLE	1	PF	25.00	0.0
I LL ALWAYS LOVE MY MAMA	A230347	MARTIN	SOPHOMORE JINX	FOXTV	160	PF	25.00	12.4
I LL ALWAYS LOVE MY MAMA	A230347	MARTIN	SOPHOMORE JINX	LOCAL	1	PF	25.00	0.0
MORE I GET THE MORE I WANT	A424220			DCA	3	FF	33.33	0.2
MORE I GET THE MORE I WANT	A424220			RADIO	150	RF	33.33	3.0
ONE MORE TIME	A651995	BAD BOYS		CABLE	1	BG	33.33	0.4
ONE MORE TIME	A651995	BAD BOYS		LOCAL	5	BG	33.33	1.4
WAKE UP EVERYBODY	A358439			COLOR	151	RF	33.33	2.5
WAKE UP EVERYBODY	A358439			DCA	9	FF	33.33	0.6
WAKE UP EVERYBODY	A358439			M-BVC	557		33.33	6.2
WAKE UP EVERYBODY	A358439			RADIO	2,940	RF E	33.33	68.0
WHERE ARE ALL MY FRIENDS	A325095			RADIO	856	RF E	33.33	23.3
SUMMARY			CABLE TELEVISION		11			\$ 10.4
			DIGITAL CABLE AUDIO		55			\$ 3.6
			LIVE CONCERTS		33			\$ 204.7
			LOCAL TELEVISION		609			\$ 312.0
			RADIO		35,803			\$ 703.8
			TOTAL EARNINGS					\$ 1,234.7
			PAID BY CHECK: GENE MC FADDEN					\$ 1,234.7

The value of all performances has been enhanced by revenues from General Licensing. These revenues represent an important source of income for you, and include fees from many sources such as restaurants, bars, hotels, concerts, retail stores and theme parks.



As you know, BMI distributes all moneys received in accordance with each year's surveyed performances after deducting our operating expenses. Requests for adjustments for prior years are an unfair burden on current performers and are not considered. If you believe there has been an error or omission in your statement, please contact BMI at 320 West 57th Street, New York, NY 10019-3790. We will investigate and make corrections as needed. Your cooperation in this matter is appreciated.



**BROADCAST MUSIC, INC.**  
**320 West 57th Street**  
**New York, NY 10019-3790**

D9645W

# **BMI U.S. Feature Royalties Statement**

Participant: **MC FADDEN GENE**

D9645W

Page: 2 of 2

Period: 4TH QTR 1996

Distribution Date: **Jul 18, 1997** Quarter Ending: **Dec 31, 1996**

Title	Gong #	Series / Film	Episode	Performances Source Count	Use Bonus Level	Your Percentage	Amount
I LL ALWAYS LOVE MY MAMA	A230347			RADIO	931 RF E	25.00	17.83
IF YOU KNOW LIKE I KNOW	A521408			COLRD	93 RF	33.33	1.67
ONE MORE TIME	A651995	BAD BOYS		CABLE	2 BG	33.33	2.11
ONE MORE TIME	A651995	BAD BOYS		LOCAL	9 BG	33.33	2.64
WAKE UP EVERYBODY	A358439			M-SVC	205	33.33	2.24
WAKE UP EVERYBODY	A358439			RADIO	2,588 RF E	33.33	82.91
WHERE ARE ALL MY FRIENDS	A325095			RADIO	363 RF E	33.33	10.24
WHY OH WHY	A544806			RADIO	204 RF	33.33	2.04
SUMMARY			CABLE TELEVISION	11		\$	22.83
			DART ROYALTIES 1992 - 1994	1		\$	6.18
			LOCAL TELEVISION	74		\$	25.79
			NETWORK TELEVISION	175		\$	22.00
			PBS TELEVISION	16		\$	0.39
			RADIO	39,551		\$	897.74
			TOTAL EARNINGS			\$	974.93
			PAID BY CHECK: GENE MC FADDEN			\$	974.93

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 These revenues represent an important source of income for you, and include fees from  
 many sources such as restaurants, bars, hotels, concerts, retail stores and theme parks.*



Broadcast Music, Inc.  
 320 West 57th Street

As you know, BMI distributes all monies received in accordance with each year's surveyed performances after deductions for operating expenses. Requests for adjustments for prior years are an unfair burden on current performance royalty distributions. If you believe that there has been an error or omission in your statement, please notify the BMI Writer/Publisher Relations Office with which you regularly deal, IN WRITING, of the perceived omission or error. Your inquiry must be received by BMI within nine months of the mailing date of any statement, and any adjustment will be limited to that statement. We will not be able to consider any adjustment requests unless



**BROADCAST MUSIC, INC.**  
 320 West 57th Street  
 New York, NY 10019-3790

D9645W

# **BMI Foreign Royalties Statement**

Participant: **MC FADDEN GENE**

D9645W

Page: 6 of 6

Period: 79TH ACCTG

Distribution: **WINTER 1997**Date Issued: **Dec 18, 1997**

Country	Society	Title	Series / Film	Episode	Amount
SUMMARY			ARGENTINA		\$ 41.72
			AUSTRALIA		\$ 47.50
			CANADA		\$ 121.18
			DENMARK		\$ 81.10
			ESTONIA		\$ 0.12
			FINLAND		\$ 198.32
			FRANCE		\$ 417.39
			GREECE		\$ 2.54
			INDONESIA		\$ 12.19
			IRELAND		\$ 9.99
			ISRAEL		\$ 0.56
			ITALY		\$ 227.07
			JAPAN		\$ 159.65
			MALAYSIA		\$ 69.39
			MEXICO		\$ 3.02
			NETHERLANDS		\$ 1,173.92
			NORWAY		\$ 25.25
			PORTUGAL		\$ 2.03
			SINGAPORE		\$ 22.74
			SOUTH AFRICA		\$ 784.27
			SPAIN		\$ 232.44
			SWEDEN		\$ 159.79
			SWITZERLAND		\$ 2.60
			TAIWAN		\$ 0.31
			UNITED KINGDOM		\$ 1,690.07
			TOTAL EARNINGS		\$ 5,485.16
			PAID BY CHECK: GENE MC FADDEN		\$ 5,485.16



**Broadcast Music, Inc.**  
 320 West 57th Street  
 New York, NY 10019-3790

As you know, BMI distributes all moneys in accordance with BMI's policies and with information given by the respective foreign societies, after deducting 3.6% for operating expenses. If you believe that there has been an error or omission in your statement, please notify the BMI Writer/Publisher Relations office with which you regularly deal, IN WRITING, at the perceived omission or error. Your inquiry must be received by BMI within nine months of the mailing date of any statement, and any adjustment will be limited to that statement. We will not be able to consider any adjustment requests unless received within the nine month period specified above.



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Los Angeles, CA 90069-2210

London Writer/Publisher Relations Office  
84 Harley House, Marylebone Road  
London NW1 5HN, England

Page 1 of 8

## Royalty Statement

Affiliate: MC FADDEN GENE  
Account No: 000224598-D9645

CAE No: 062.10.73.15

Distribution Date: April 22, 1999

U.S. Performance Period: 3RD QUARTER 1998  
International: 83RD ACCOUNTING

### Summary of Current Royalty Earnings

Description	U.S.	International	Total
Current Earnings	\$1,629.07	\$4,181.67	\$5,810.74
Amount Paid/Direct Deposited	\$1,629.07	\$4,181.67	\$5,810.74

### Summary of Year to Date Royalties as of April 22, 1999

Description	Payments	Adjustments	Applied to Balance Due	Withheld
U.S.	\$2,809.72	\$0.00	\$0.00	\$0.00
International	\$8,349.39	\$0.00	\$0.00	\$0.00
Totals:	\$11,159.11	\$0.00	\$0.00	\$0.00

Questions About Your Statement? Call: (212) 586-2000 or visit [bmi.com](http://bmi.com)  
BMI's Next Distribution Will Occur During: July 1999 Moving? Please Notify BMI in Writing.

Please separate at the perforation below before cashing or depositing

**BROADCAST MUSIC, INC.**  
 320 West 57th Street  
 New York, NY 10019-3790

D9B43W

Bf

**gn Royalties Statement**Participant: **MC FADDER GENE**

D9645W

Ph

7 Period: 80TH ACCTG

Distribution: **SUMMER 1998**Date Issued: **JUN 18, 1998**

SUNK

Society	Title	Series / Film	Episode	Amount
		ARGENTINA		\$ 8.07
		AUSTRALIA		\$ 24.12
		AUSTRIA		\$ 268.20
		BELGIUM		\$ 470.28
		BRAZIL		\$ 37.45
		CANADA		\$ 197.92
		CZECH REPUBLIC		\$ 1.45
		FINLAND		\$ 61.96
		FRANCE		\$ 130.85
		GERMANY		\$ 1,860.30
		HONG KONG		\$ 23.37
		HUNGARY		\$ 14.04
		IRELAND		\$ 168.60
		ISRAEL		\$ 8.81
		ITALY		\$ 581.24
		JAPAN		\$ 279.29
		MALAYSIA		\$ 14.62
		NETHERLANDS		\$ 8.04
		POLAND		\$ 10.06
		RUSSIA		\$ 1.18
		SLOVAK REPUBLIC		\$ 11.50
		SOUTH AFRICA		\$ 809.52
		SPAIN		\$ 103.45
		SWEDEN		\$ 124.70
		SWITZERLAND		\$ 266.00
		UNITED KINGDOM		\$ 4,178.91
		TOTAL EARNINGS		\$ 9,664.16
		PAID BY CHECK: GENE MC FADDER		\$ 9,664.16

**B**

Broad  
 320 W  
 New

INC.  
 320 W  
 019-3790

As you know, BMI distributes all moneys in accordance with BMI's policies and with information given by the respective foreign societies, after deducting 3.6% for operating expenses. If you believe that there has been an error or omission in your statement, please notify the BMI Writer/Publisher Relations office with which you regularly deal, IN WRITING, of the perceived omission or error. Your inquiry must be received by BMI within nine months of the mailing date of any statement, and any adjustment will be limited to that statement. We will not be able to consider any adjustment requests unless received within the nine month period specified above.



**BROADCAST MUSIC, INC.**  
320 West 57th Street  
New York, NY 10019-3790

D9645W

# **BMI U.S. Feature Royalties Statement**

Participant: **MC FADDEN GENE**

D9645W

Page: 3 of 3

Period: 4TH QTR 1997

Distribution Date: Jul 17, 1998

Quarter Ending: Dec 31, 1997

Title	Song #	Series / Film	Episode	Performances Sounds	Count	Use	Bonus Levels	Year Percentage	Amount
SUMMARY			CABLE NETWORK		185				\$ 86.0
			COMMERCIAL MUSIC SERVICES		12,428				\$ 146.8
			NETWORK TELEVISION		943				\$ 326.4
			PBS / NPR		2				\$ 0.0
			RADIO		27,284				\$ 579.4
			SUPERSTATIONS		34				\$ 7.7
			TV LOCAL BLANKET		6,330				\$ 502.9
			TV LOCAL PER PROGRAM		254				\$ 235.7
			TOTAL EARNINGS						\$ 1,885.2
			PAID BY CHECK: GENE MC FADDEN						\$ 1,885.2

*The value of all domestic and radio performances has been enhanced by revenues from General Licensing. These revenues represent an important source of income for you, and include fees from many sources such as restaurants, bars, hotels, concerts, retail stores and theme parks.*



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D9645W

# **BMI U.S. Feature Royalties Statement**

Participant: **MC FADDEN GENE**

D9645W

Page: 3 of 3

Period: 3RD QTR 1997

Distribution Date: **Apr 17, 1998**Quarter Ending: **Sep 30, 1997**

Title	Song #	Series / Film	Episode	Performances Source	Cost	Use	Bonus Levels	Year Percentage	Amount
SUMMARY			CABLE NETWORK		900				\$ 21.71
			DIGITAL CABLE AUDIO		54				\$ 3.02
			INTERNET		18				\$ 0.10
			LIVE CONCERTS		10				\$ 119.45
			NETWORK TELEVISION		151				\$ 90.46
			PBS / NPR		325				\$ 7.77
			RADIO		35,167				\$ 669.57
			SUPERSTATIONS		21				\$ 3.10
			TV LOCAL BLANKET		1,423				\$ 252.04
			TV LOCAL PER PROGRAM		104				\$ 83.27
			TOTAL EARNINGS						\$ 1,250.49
			PAID BY CHECK: GENE MC FADDEN						\$ 1,250.49

The value of all domestic radio and television performances has been enhanced by revenues from General Licensing. These revenues represent an important source of income for you, and include fees from many sources such as restaurants, bars, hotels, concerts, retail stores and theme parks.



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**320 West 57th Street**  
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**CAE No:** 062.10.73.15

**Distribution Date:** October 23, 1998

**U.S. Performance Period:** 1ST QUARTER 1998  
**International:** 81ST ACCOUNTING

### Summary of Current Royalty Earnings

Description	U.S.	International
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## Royalty Statement

Page 1 of 9

Affiliate: MC FADDEN GENE  
Account No: 000224598

CAE No: 062.10.73.15

Distribution Date: July 11, 2001

U.S. Performance Period: 4TH QUARTER 2000  
International: 92ND ACCOUNTING

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International	\$10,426.99	\$0.00	\$0.00	\$0.00
Totals:	\$17,064.76	\$0.00	\$0.00	\$0.00

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BMI's Next Distribution Will Occur During: October 2001  
Resin This Statement for Future Reference. Please Notify BMI in Writing  
Please Advise BMI of the Distribution Date Before the End of the Month

# **Exhibit H**

MIGHTY THREE MUSIC GROUP  
 SUMMARY STATEMENT  
 FOR PERIOD JANUARY TO MARCH 2001

PAYEE : (014431000) \*

GENE MC FADDEN  
 C/O MCFADDEN ENT INC  
 7219 N BRYAN ST  
 PHILADELPHIA, PA 19119

IN ACCOUNT WITH : (014431000) GENE MC FADDEN

DATE	REFERENCE	COMMENT	
			BALANCE LAST PERIOD :
			1578.11
1/24/01	AUPAY	AUTOMATIC PAYMENT MADE VIA ACCOUNTS PYBL	1578.11 -
2/21/01	00340738	ROYALTY PAYMENT	2500.00 -
3/31/01	FED EX	FEDERAL EXPRESS CHARGES	28.00 -
3/31/01	ROYLTS	ROYALTIES FOR PERIOD TO 03/2001	6707.75
3/31/01	TF014431001	ROYALTY GENE MC FADDEN	1678.29
			BALANCE THIS PERIOD :
			5858.04
			PAYMENT NOW DUE :
			5858.04

MIGHTY THREE MUSIC GROUP  
S U M M A R Y   S T A T E M E N T  
FOR PERIOD JULY TO SEPTEMBER 1999

735

GENE MCFADDEN  
7219 BRYAN STREET  
PHILADELPHIA, PA 19119

TAX ID 200-38-4393

PAYEE:(14431000002)

PAYMENTS	2500.00-
ROYALTIES EARNED BY GENE MC FADDEN YOUR SHARE 100.000	24792.26
PAYMENT NOW BEING MADE	----- 22292.26 -----

*js*

MIGHTY THREE MUSIC GROUP  
S U M M A R Y S T A T E M E N T  
FOR PERIOD JANUARY TO MARCH 1999

GENE MCFADDEN  
7219 BRYAN STREET  
PHILADELPHIA, PA 19119

TAX ID 200-38-4393

PAYEE : (14431000002)

ADVANCE CK #295136  
DATED 4/19/99 5000.00-

ADVANCE CK #287314  
DATED 1/5/99 1500.00-

ROYALTIES EARNED BY  
GENE MCFADDEN  
YOUR SHARE 100.000 12303.07

PAYMENT NOW BEING MADE 5803.07

01/26/2000

**CHECK TOTAL**

\*\*\*\*\*7,354.01

76773

331-0454

MIGHTY THREE MUSIC GROUP

610-896-8677

3888

SUMMARY STATEMENT  
FOR PERIOD APRIL TO JUNE 1995

Fred

GENE MC FADDEN  
C/O MCFADDEN ENT INC  
7219 N BRYAN STREET  
PHILADELPHIA, PA 19119

TAX ID 200-38-4393

IN ACCOUNT WITH : (14431000) GENE MC FADDEN

BALANCE LAST PERIOD : 20876.36

DATE REF.

5/11/95	AUPAY	AUTOMATIC PAYMENT MADE VIA ACCOUNTS PY	20876.36 -
6/30/95	ROYLTS	ROYALTIES FOR PERIOD TO 06/1995	897.03
6/30/95	TF14431001	ROYALTY GENE MC FADDEN	224.28

BALANCE THIS PERIOD : 1121.31

PAYMENT NOW DUE : 1121.31

WARNER/BRAPELL  
MUSIC INC.

10545 Santa Monica Boulevard, Los Angeles, CA 90047-4111 FAX 310-470-4664

© 1995 Warner Bros. Entertainment Inc.

7

05/04/99

29784:

**CHECK TOTAL**

5,043.07

62225





WARNER/CHAPPELL MUSIC  
 10585 Santa Monica Boulevard  
 Los Angeles, California 90025-4950  
 Tel: (310) 441-8600

01/28/99

288764

**CHECK TOTAL**

\*\*\*\*6,156.50

CO CHARGED	DOC REF	DESCRIPTION	NARRATIVE	AMOUNT
WIGHTY THREE		14431000 002	Royalties for period ended December 31, 1999	6,156.50

52964

4392

MIGHTY THREE MUSIC GROUP  
SUMMARY STATEMENT  
FOR PERIOD JANUARY TO MARCH 1996

GENE MC FADDEN  
25% BONUS ACCOUNT

TAX ID 200-38-4393

IN ACCOUNT WITH : (14431001) GENE MC FADDEN

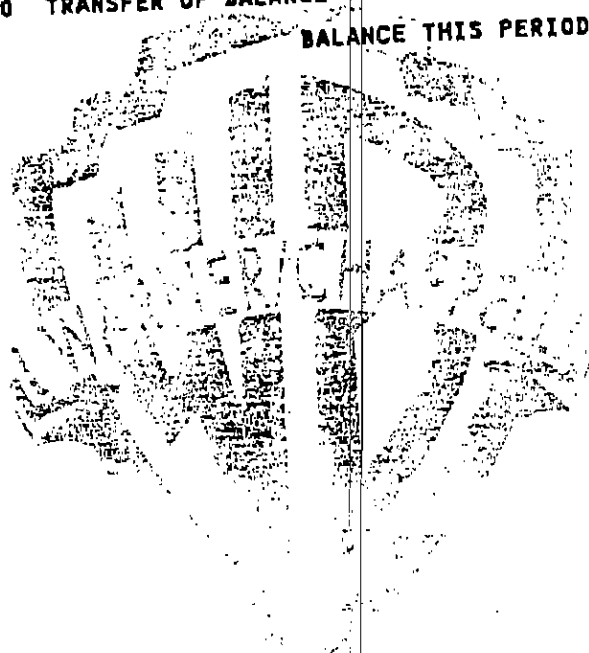
DATE REF.

3/31/96 ROYLTS ROYALTIES FOR PERIOD TO 03/1996  
3/31/96 TT14431000 TRANSFER OF BALANCE TO MAIN ACCOUNT

3261.01

3261.01 -

BALANCE THIS PERIOD : 0.00



MIGHTY THREE MUSIC GROUP  
SUMMARY STATEMENT  
FOR PERIOD APRIL TO JUNE 1996

4005

GENE MC FADDEN  
C/O MCFADDEN ENT INC  
7219 N BRYAN ST  
PHILADELPHIA, PA 19119

TAX ID 200-38-4393

IN ACCOUNT WITH : (14431000) GENE MC FADDEN

BALANCE LAST PERIOD : 11238.77

DATE REF.

4/20/96	AUPAY	AUTOMATIC PAYMENT MADE VIA ACCOUNTS PY	11238.77 -
6/30/96	ROYLTS	ROYALTIES FOR PERIOD TO 06/1996	6415.77
6/30/96	TF14431001	ROYALTY GENE MC FADDEN	1604.23
6/30/96	FED EX	FEDERAL EXPRESS CHARGES DATED 5/2/96	25.00 -

BALANCE THIS PERIOD : 7995.00

PAYMENT NOW DUE : 7995.00

WARNER/CHAPPELL  
MUSIC, INC.

10585 Santa Monica Boulevard, Los Angeles, CA

310-441-8705

FAX: 310-470-4634

A Warner Music Group Company

**MIGHTY THREE MUSIC GROUP**  
**S U M M A R Y   S T A T E M E N T**  
**FOR PERIOD JULY TO SEPTEMBER 1997**

659

**GENE MCFADDEN**  
**7219 BRYAN STREET**  
**PHILADELPHIA, PA 19119**

**TAX ID 200-38-4393**

**PAYEE:(14431000002)**

**ROYALTIES EARNED BY**  
**GENE MC FADDEN**  
**YOUR SHARE 100.000**

**17918.97**

**PAYMENT NOW BEING MADE**

**17918.97**

MIGHTY THREE MUSIC GROUP  
S U M M A R Y   S T A T E M E N T  
FOR PERIOD APRIL TO JUNE 2001

PAYEE :       (014431000) \*

GENE MC FADDEN  
C/O MCFADDEN ENT INC  
7219 N BRYAN ST  
PHILADELPHIA, PA 19119

IN ACCOUNT WITH : (014431000) GENE MC FADDEN

BALANCE LAST PERIOD :               5858.04

DATE	REFERENCE	COMMENT	
4/27/01	AUPAY	AUTOMATIC PAYMENT MADE VIA ACCOUNTS PYBL	5858.04 -
6/19/01	00145857	ROYALTY PAYMENT	2000.00 -
6/30/01	FED EX	FEDERAL EXPRESS CHARGES	28.00 -
6/30/01	ROYLTS	ROYALTIES FOR PERIOD TO 06/2001	8577.63
6/30/01	TF014431001	ROYALTY GENE MC FADDEN	2144.11

BALANCE THIS PERIOD :               8693.74

PAYMENT NOW DUE :               8693.74



**BROADCAST MUSIC, INC.**  
320 West 57th Street  
New York, NY 10019-3790

D9645W

# **BMI Foreign Royalties Statement**

Participant: **MC FADDEN GENE**

D9645W

Page: 6 of 6 Period: 79TH ACCTG

Distribution: **WINTER 1997**Date Issued: **Dec 18, 1997**

Country	Society	Title	Series / Film	Episode	Amount
SUMMARY			ARGENTINA		\$ 41.72
			AUSTRALIA		\$ 47.50 -
			CANADA		\$ 121.12
			DENMARK		\$ 81.10
			ESTONIA		\$ 0.12
			FINLAND		\$ 198.32
			FRANCE		\$ 417.39
			GREECE		\$ 2.54 -
			INDONESIA		\$ 12.19
			IRELAND		\$ 9.99
			ISRAEL		\$ 0.56
			ITALY		\$ 227.07
			JAPAN		\$ 159.65
			MALAYSIA		\$ 69.39 -
			MEXICO		\$ 3.02
			NETHERLANDS		\$ 1,173.92
			NORWAY		\$ 25.25
			PORTUGAL		\$ 2.03
			SINGAPORE		\$ 22.74
			SOUTH AFRICA		\$ 77.77
			SPAIN		\$ 2.14
			SWEDEN		\$ 159.79
			SWITZERLAND		\$ 2.60
			TAIWAN		\$ 0.31
			UNITED KINGDOM		\$ 1,690.07
			TOTAL EARNINGS		\$ 5,485.16 -
			PAID BY CHECK: GENE MC FADDEN		\$ 5,485.16



Broadcast Music, Inc.  
320 West 57th Street

As you know, BMI distributes all moneys in accordance with BMI's policies and with information given by the respective foreign societies, after deducting 3.6% for operating expenses. If you believe that there has been an error or omission in your statement, please notify the BMI Writer/Publisher Relations office with which you regularly deal. **IN WRITING**, of the perceived omission or error. Your inquiry must be received by BMI within nine months of the mailing date of any statement, and any adjustment will be limited to that statement. We will not be able to consider



**BROADCAST MUSIC, INC.**  
320 West 57th Street  
New York, NY 10019-3790

# **BMI U.S. Feature Royalties Statement**

Participant: **MC FADDEN GENE**

**D9645W**

Page: 2 of 2

Period: 4TH QTR 1996

Distribution Date: **Jul 18, 1997** Quarter Ending: **Dec 31, 1996**

Title	Song #	Series / Film	Episode	Performances Source Count	Use Type	Bonus Carve	Year Percentage	Amount
I LL ALWAYS LOVE MY MAMA	A230347			RADIO	931	RF E	25.00	17.83
IF YOU KNOW LIKE I KNOW	A521408			COLOR	93	RF	53.33	1.67
ONE MORE TIME	A651995	BAD BOYS		CABLE	2	BG	53.33	2.11
ONE MORE TIME	A651995	BAD BOYS		LOCAL	9	BG	53.33	2.64
WAKE UP EVERYBODY	A358439			M-SVC	205		53.33	2.24
WAKE UP EVERYBODY	A358439			RADIO	2,588	RF E	53.33	82.91
WHERE ARE ALL MY FRIENDS	A325095			RADIO	363	RF E	53.33	10.24
WHY OH WHY	A544806			RADIO	204	RF	53.33	-2.04
SUMMARY				CABLE TELEVISION	11			\$ 22.83
				DART ROYALTIES 1992 - 1994	1			\$ 6.18
				LOCAL TELEVISION	74			\$ 25.79
				NETWORK TELEVISION	175			\$ 22.00
				PBS TELEVISION	16			\$ 0.39
				RADIO	39,551			\$ 897.74
				TOTAL EARNINGS				\$ 974.93
				PAID BY CHECK: GENE MC FADDEN				\$ 974.93

*The value of all performances has been enhanced by revenues from General Licensing. These revenues represent an important source of income for you, and include fees from many sources such as restaurants, bars, hotels, concerts, retail stores and theme parks.*



Broadcast Music, Inc.  
320 West 57th Street

As you know, BMI distributes all moneys received in accordance with each year's surveyed performances after deducting our operating expenses. Requests for adjustments for prior years are an unfair burden on current performance royalty distributions. If you believe that there has been an error or omission in your statement, please notify the BMI Writer/Publisher Relations office with which you regularly deal, IN WRITING, of the perceived omission or error. Your inquiry must be received by BMI within nine months of the mailing date of any statement, and any adjustment will be limited to that statement. We will not be able to consider any adjustment requests unless



Broadcast Music, Inc.  
320 West 57th Street  
New York, NY 10019-3790

# BMI U.S. Feature Royalties Statement

Page: 2 of 2

Period: 1ST QTR 1997

Participant: MC FADDEN GENE

D964241

Distribution Date: Oct 17, 1997 Quarter Ending: Mar 31, 1997

Title	Song #	Series / Film	Episode	Performance Source	Count	Use	Bonus Levels	Your Percentage	Amount
I LL ALWAYS LOVE MY MAMA	A230347			RADIO	1,126	RF	E	25.00	27.1
I LL ALWAYS LOVE MY MAMA	A230347	MARTIN	SOPHOMORE JINX	CABLE	1	PF		25.00	0.0
I LL ALWAYS LOVE MY MAMA	A230347	MARTIN	SOPHOMORE JINX	FOXTV	160	PF		25.00	12.4
I LL ALWAYS LOVE MY MAMA	A230347	MARTIN	SOPHOMORE JINX	LOCAL	1	PF		25.00	0.0
MORE I GET THE MORE I WANT	A424220			DCA	3	FF		33.33	0.2
MORE I GET THE MORE I WANT	A424220			RADIO	150	RF		33.33	3.0
ONE MORE TIME	A651995	BAD BOYS		CABLE	1	BG		33.33	0.4
ONE MORE TIME	A651995	BAD BOYS		LOCAL	5	BG		33.33	1.4
WAKE UP EVERYBODY	A358439			COLRD	151	RF		33.33	2.5
WAKE UP EVERYBODY	A358439			DCA	9	FF		33.33	0.6
WAKE UP EVERYBODY	A358439			H-SVC	557			33.33	6.2
WAKE UP EVERYBODY	A358439			RADIO	2,940	RF	E	33.33	68.0
WHERE ARE ALL MY FRIENDS	A325095			RADIO	856	RF	E	33.33	23.3

SUMMARY			CABLE TELEVISION		11				\$ 10.4
			DIGITAL CABLE AUDIO		55				\$ 3.6
			LIVE CONCERTS		33				\$ 204.7
			LOCAL TELEVISION		609				\$ 312.0
			RADIO		35,803				\$ 703.8
			TOTAL EARNINGS						\$ 1,117.7
			PAID BY CHECK: GENE MC FADDEN						\$ 1,117.7

The value of all performances has been enhanced by revenues from General Licensing. These revenues represent an important source of income for you, and include fees from many sources such as restaurants, bars, hotels, concerts, retail stores and theme parks.



Broadcast Music, Inc.  
320 West 57th Street  
New York, NY 10019-3790

As you know, BMI distributes all moneys received in accordance with each year's surveyed performances after deducting our operating expenses. Requests for adjustments for prior years are an unfair burden on current performance royalty distributions. If you believe that there has been an error or omission in your statement, please notify the BMI Writer/Publisher Relations office with which you regularly deal, IN WRITING, of the perceived omission or error. Your inquiry must be received by BMI within nine months of the mailing date of any statement, and any adjustment will be limited to that statement. We will not be able to consider any adjustment requests unless received within the nine month period specified above.



MIGHTY THREE MUSIC GROUP  
S U M M A R Y   S T A T E M E N T  
F O R   P E R I O D   J A N U A R Y   T O   M A R C H   1 9 9 7

4411

GENE MC FADDEN  
C/O MCFADDEN ENT INC  
7219 N BRYAN ST  
PHILADELPHIA, PA 19119

M

TAX ID 200-38-4393

IN ACCOUNT WITH : (14431000) GENE MC FADDEN

DATE      REF.

4/19/97 AUPAYH	PAYMENT MADE TO HEIRS	11310.82 -
3/31/97 ROYLTS	ROYALTIES FOR PERIOD TO 03/1997	9087.83
3/31/97 TF14431001	ROYALTY GENE MC FADDEN	2272.99
3/31/97 FED EX	FEDERAL EXPRESS CHARGES DATED 3/11/97	25.00 -
3/31/97 FED.EX	FEDERAL EXPRESS CHARGES DATED 2/7/97	25.00 -

BALANCE THIS PERIOD : 0.00

MIGHTY THREE MUSIC GROUP  
S U M M A R Y   S T A T E M E N T  
FOR PERIOD JANUARY TO MARCH 1998

4429

GENE MC FADDEN  
C/O MCFADDEN ENT INC  
7219 N BRYAN ST  
PHILADELPHIA, PA 19119

M

TAX ID 200-38-4393

IN ACCOUNT WITH : (14431000) GENE MC FADDEN

DATE      REF.

4/24/98	AUPAYH	PAYMENT MADE TO HEIRS	8828.78 -
3/31/98	ROYLTS	ROYALTIES FOR PERIOD TO 03/1998	7107.29
3/31/98	TF14431001	ROYALTY GENE MC FADDEN	1777.49
3/31/98	FED EX	FEDERAL EXPRESS CHARGES DATED 2/9/98	28.00 -
3/31/98	FED.EX	FEDERAL EXPRESS CHARGES DATED 3/25/98	28.00 -

BALANCE THIS PERIOD :      0.00

MIGHTY THREE MUSIC GROUP  
S U M M A R Y   S T A T E M E N T  
FOR PERIOD APRIL TO JUNE 1998

3979

GENE MC FADDEN  
C/O MCFADDEN ENT INC  
7219 N BRYAN ST  
PHILADELPHIA, PA 19119

TAX ID 200-38-4393

IN ACCOUNT WITH : (14431000) GENE MC FADDEN

DATE      REF.

7/17/98	AUPAYH	PAYMENT MADE TO HEIRS	5844	82	-
6/30/98	ROYLTS	ROYALTIES FOR PERIOD TO 06/1998	4720	58	
6/30/98	TF14431001	ROYALTY GENE MC FADDEN	1180	24	
6/30/98	FED.EX	FEDERAL EXPRESS CHARGES DATED 5/8/98	28	00	-
6/30/98	FED.EX.	FEDERAL EXPRESS CHARGES DATED 6/5/98	28	00	-

BALANCE THIS PERIOD : 0 00

MIGHTY THREE MUSIC GROUP  
 SUMMARY STATEMENT  
 FOR PERIOD APRIL TO JUNE 1998

740

GENE MCFADDEN  
 7219 BRYAN STREET  
 PHILADELPHIA, PA 19119

TAX ID 200-38-4393

PAYEE: (14431000002)

## PAYMENTS

1000.00-

ROYALTIES EARNED BY  
 GENE MC FADDEN  
 YOUR SHARE 100.000

5844.82

PAYMENT NOW BEING MADE

 -----  
 4844.82  
 -----



MIGHTY THREE MUSIC GROUP

700

S U M M A R Y   S T A T E M E N T  
 FOR PERIOD JANUARY TO MARCH 1998

GENE MCFADDEN  
 7219 BRYAN STREET  
 PHILADELPHIA, PA 19119

TAX ID 200-38-4393

PAYEE: (14431000002)

PAYMENTS	2000.00-
----------	----------

ROYALTIES EARNED BY GENE MC FADDEN YOUR SHARE 100.000	8828.78
---	---------

PAYMENT NOW BEING MADE	6828.78
------------------------	---------

IN ACCOUNT WITH : (14431000) GENE MC FADDEN

PAGE: 11

## \*\* MISCELLANEOUS ROYALTIES \*\*

PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
(CONTINUED)				
AIN'T NO STOPPIN' US NOW				
WCM UK (W)-UNITED KINGDOM 7/95-12/95	247.43	14.166	35.05	
	304.01	14.166	43.07	
WCM GERMANY 7/95-12/95	2272.88	14.166	321.98	
WORLD WIDE PANTS 2/96-02/96	350.00	14.166	49.58	682.40 *
AIN'T NO STOPPIN' (AIN'T NO WAY)				
GENE MCFADDEN, LINDA VITALI, JERRY COHEN				
WCM JAPAN K.K. 7/95-12/95	35.38	10.625	3.76	3.76 *
BACKSTABBERS				
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD				
PIONEER ENTERTAINMENT (USA) 10/95-12/95	45.00	14.166	6.37	
DAIICHI KOSHO CO LTD 7/95-09/95	3.99	14.166	0.57	
WCM UK (W)-UNITED KINGDOM 7/95-12/95	10.49	14.166	1.49	
WCM JAPAN K.K. 7/95-12/95	47.80	14.166	6.77	15.20 *
BAD LUCK (PARTS I & II)				
G MCFADDEN, J WHITEHEAD, V CARSTARPHEN				
WCM JAPAN K.K. 7/95-12/95	54.59	14.166	7.73	7.73 *
DON'T LET LOVE GET YOU DOWN				
VICTOR CARSTARPHEN, LEON HUFF,				
WCM UK (W)-UNITED KINGDOM 7/95-12/95	11.53	10.625	1.23	1.23 *
MORE I GET, THE MORE I WANT				
VICTOR CARSTARPHEN, GENE MCFADDEN,				
WCM UK (W)-UNITED KINGDOM 7/95-12/95	16.16	14.166	2.29	2.29 *
SOUL CITY WALK				
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN				
WCM UK (W)-UNITED KINGDOM 7/95-12/95	12.79	14.166	1.81	1.81 *
WAKE UP EVERYBODY				
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN				
WCM UK (W)-UNITED KINGDOM 7/95-12/95	64.37	14.166	9.12	9.12 *
MISCELLANEOUS TOTAL				723.54 **
STATEMENT TOTAL				13027.76 ***

WADSWORTH/CLAUDELL  
MUSIC, INC.

10525 Santa Monica Boulevard, Los Angeles, CA 90025

310-441-8705

FAX: 310-470-4004

A Warner Music Group Company

MIGHTY THREE MUSIC GROUP  
S U M M A R Y   S T A T E M E N T  
F O R   P E R I O D   J U L Y   T O   S E P T E M B E R   1 9 9 6

4419

GENE MC FADDEN  
C/O MCFADDEN ENT INC  
7219 N BRYAN ST  
PHILADELPHIA, PA 19119

TAX ID 200-38-4393

IN ACCOUNT WITH : (14431000) GENE MC FADDEN

BALANCE LAST PERIOD : 7995.00

DATE    REF.

7/20/96	AUPAY	AUTOMATIC PAYMENT MADE VIA ACCOUNTS PY	7995.00 -
9/17/96	00237822	ROYALTY PAYMENT	2000.00 -
9/30/96	ROYLTS	ROYALTIES FOR PERIOD TO 09/1996	20486.95 -
9/30/96	TF14431001	ROYALTY GENE MC FADDEN	5126.21
9/30/96	FED EX	FEDERAL EXPRESS CHARGES DATED 9/17/96	25.00 -
9/30/96	FED EX	FEDERAL EXPRESS CHARGES DATED 7/26/96	25.00 -

BALANCE THIS PERIOD : 23563.16

PAYMENT NOW DUE : 23563.16

MIGHTY THREE MUSIC GROUP  
S U M M A R Y   S T A T E M E N T  
FOR PERIOD APRIL TO JUNE 1996

4005

GENE MC FADDEN  
C/O MCFADDEN ENT INC  
7219 N BRYAN ST  
PHILADELPHIA, PA 19119

TAX ID 200-38-4393

IN ACCOUNT WITH : (14431000) GENE MC FADDEN

BALANCE LAST PERIOD : 11238.77

DATE      REF.

4/20/96	AUPAY	AUTOMATIC PAYMENT MADE VIA ACCOUNTS PY	11238.77 -
6/30/96	ROYLTS	ROYALTIES FOR PERIOD TO 06/1996	6415.77
6/30/96	TF14431001	ROYALTY GENE MC FADDEN	1604.23
6/30/96	FED EX	FEDERAL EXPRESS CHARGES DATED 5/2/96	25.00 -

BALANCE THIS PERIOD : 7995.00

PAYMENT NOW DUE : 7995.00



656

MIGHTY THREE MUSIC GROUP  
S U M M A R Y   S T A T E M E N T  
FOR PERIOD OCTOBER TO DECEMBER 1996

INTERNAL REVENUE SERVICE  
RE: GENE MCFADDEN(200-38-4393)  
ATTN: O W HOUSTON JR  
P O BOX 12051 GROUP #12  
PHILADELPHIA, PA 19105

TAX ID 200-38-4393

PAYEE:(14431000001)

ROYALTIES EARNED BY  
GENE MC FADDEN  
YOUR SHARE 100.000

9777.76

PAYMENT NOW BEING MADE

-----  
9777.76  
-----

MIGHTY THREE MUSIC GROUP  
SUMMARY STATEMENT  
FOR PERIOD OCTOBER TO DECEMBER 1997

728

GENE MCFADDEN  
7219 BRYAN STREET  
PHILADELPHIA, PA 19119

TAX ID 200-38-4393

PAYEE:(14431000002)

ROYALTIES EARNED BY  
GENE MC FADDEN  
YOUR SHARE 100.000

12092.31

PAYMENT NOW BEING MADE

-----  
12092.31  
-----

IN ACCOUNT WITH : (14431000) GENE MC FADDEN

PAGE: 12

## \*\* MISCELLANEOUS ROYALTIES \*\*

PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE
(CONTINUED)			
BACK UP OFF ME WCM JAPAN K.K. 1/97-06/97	10.53	14.166	1.49 4.06 *
BAD LUCK (PARTS I & II) G MCFADDEN, J WHITEHEAD, V CARSTARPHEN WCM UK (W)-UNITED KINGDOM 1/97-06/97	25.91	14.166	3.67
WCM JAPAN K.K. 1/97-06/97	41.69	14.166	5.91 9.58 *
DO YOU WANT TO DANCE GENE MCFADDEN, JOHN WHITEHEAD, MINDSCAPE(FMRLY SOFTWARETOD 4/97-06/97	0.10	14.166	0.01 0.01 *
LET'S GROOVE MCFADDEN/WHITEHEAD/CARSTARPHEN/HUFF WCM UK (W)-UNITED KINGDOM 1/97-06/97	5.18	12.750	0.66 0.66 *
SOUL CITY WALK G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN WCM UK (W)-UNITED KINGDOM 1/97-06/97	17.06	14.166	2.42 2.42 *
WAKE UP EVERYBODY G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN WCM UK (W)-UNITED KINGDOM 1/97-06/97	17.28	14.166	2.45 2.45 *
MISCELLANEOUS TOTAL			3468.26 *
STATEMENT TOTAL			14356.09 *

MIGHTY THREE MUSIC GROUP  
S U M M A R Y   S T A T E M E N T  
FOR PERIOD JULY TO SEPTEMBER 1997

4490

GENE MC FADDEN  
C/O MCFADDEN ENT INC  
7219 N BRYAN ST  
PHILADELPHIA, PA 19119

TAX ID 200-38-4393

IN ACCOUNT WITH : (14431000) GENE MC FADDEN

DATE	REF.		
10/25/97	AUPAYH	PAYMENT MADE TO HEIRS	17918.97 -
9/30/97	ROYLTS	ROYALTIES FOR PERIOD TO 09/1997	14356.09
9/30/97	TF14431001	ROYALTY GENE MC FADDEN	3590.88
9/30/97	AIRBORNE	AIRBORNE EXPRESS CHARGES	28.00 -
BALANCE THIS PERIOD :			0.00

MIGHTY THREE MUSIC GROUP  
 SUMMARY STATEMENT  
 FOR PERIOD JANUARY TO MARCH 2001

PAYEE (014431000) \*

GENE MC FADDEN  
 C/O MCFADDEN ENT INC  
 7219 N BRYAN ST  
 PHILADELPHIA, PA 19119

IN ACCOUNT WITH : (014431000) GENE MC FADDEN

BALANCE LAST PERIOD : 1578.11

DATE	REFERENCE	COMMENT	
1/24/01	AUPAY	AUTOMATIC PAYMENT MADE VIA ACCOUNTS PYBL	1578.11 -
2/21/01	00340738	ROYALTY PAYMENT	2500.00 -
3/31/01	FED EX	FEDERAL EXPRESS CHARGES	28.00 -
3/31/01	ROYLTS	ROYALTIES FOR PERIOD TO 03/2001	6707.75
3/31/01	TF014431001	ROYALTY GENE MC FADDEN	1678.29

BALANCE THIS PERIOD : 5858.04

PAYMENT NOW DUE : 5858.04

MIGHTY THREE MUSIC GROUP  
SUMMARY STATEMENT  
FOR PERIOD JULY TO SEPTEMBER 1993

4472

GENE MC FADDEN  
25% BONUS ACCOUNT

TAX ID 200-38-4393

IN ACCOUNT WITH : (14431001) GENE MC FADDEN

DATE REF.

9/30/93 ROYLT	ROYALTIES FOR PERIOD TO 09/1993	1702.37
9/30/93 TT14431000	TRANSFER OF BALANCE TO MAIN ACCOUNT	1702.37 -
BALANCE THIS PERIOD :		0.00

WARNER/CHAPPELL  
MUSIC, INC.

10505 Santa Monica Boulevard, Los Angeles, CA

310-441-8705 FAX 310-470-4834



A TIME WARNER COMPANY

IN ACCOUNT WITH : (14431000) GENE MC FADDEN

PAGE: 7

## \*\* MISCELLANEOUS ROYALTIES \*\*

PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
(CONTINUED)				
AIN'T NO STOPPIN' US NOW CLEARING HOUSE LTD WCM UK (W)-UNITED KINGDOM WARNER/CHAPPELL SCANDINAVIA	1/93-03/93 1/93-06/93 1/93-06/93	3.20 1.76 0.32	14.166 14.166 14.166	0.45 0.25 0.05
				0.75 *
AIN'T NO STOPPIN' (AIN'T NO WAY) GENE MCFADDEN, LINDA VITALI, JERRY COHEN WCM JAPAN K.K.	1/93-06/93	101.79	10.625	10.82
				10.82 *
BACKSTABBERS LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD COLUMBIA PICTURES PUBL-DOME	8/93-08/93 8/93-08/93	5000.00 5000.00	14.166 14.166	708.30 708.30
MIDI DISTRIBUTION	1/93-03/93 10/92-12/92	2.40 0.48	14.166 14.166	0.34 0.07
NATIONAL BROADCASTING CO WCM UK (W)-UNITED KINGDOM WCM JAPAN K.K.	9/93-09/93 1/93-06/93 1/93-06/93	200.00 1.58 100.30	14.166 14.166 14.166	28.33 0.22 14.21
				1459.77 *
BAD LUCK (PARTS I & II) G MCFADDEN, J WHITEHEAD, V CARSTARPHEN NATIONAL BROADCASTING CO WCM JAPAN K.K.	8/93-08/93 1/93-06/93	200.00 83.25	14.166 14.166	28.33 11.79
				40.12 *
SOUL CITY WALK G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN WCM UK (W)-UNITED KINGDOM	1/93-06/93	2.29	14.166	0.32
				0.32 *
WAKE UP EVERYBODY G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN WCM UK (W)-UNITED KINGDOM	1/93-06/93	2.03	14.166	0.29
				0.29 *
MISCELLANEOUS TOTAL				1512.07 **
STATEMENT TOTAL				6801.48 ***



MIGHTY THREE MUSIC GROUP  
S U M M A R Y S T A T E M E N T  
FOR PERIOD APRIL TO JUNE 1991

GENE MC FADDEN  
C/O MCFADDEN ENT INC  
8150 OGONTZ AVENUE  
WYNCOTE PA  
19095

TAX ID 200-38-4393

IN ACCOUNT WITH: (14431000) GENE MC FADDEN

BALANCE LAST PERIOD: 2287.91

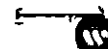
DATE	REF.		
04/27/91	AUPAY	AUTOMATIC PAYMENT MADE VIA ACCOUNTS PYBL	2287.91-
06/30/91	ROYLTS	ROYALTIES FOR PERIOD TO 06/91	2685.35
06/30/91	ROYLTS	ADDITIONAL 25% ON 06/91 ROYL PAY	671.34

BALANCE THIS PERIOD: 3356.69

PAYMENT NOW DUE: 3365.69

WARNER/CHAPPELL  
MUSIC, INC.

4000 Sunset Boulevard Los Angeles, CA 90069-1818 213-273-3323 FAX: 213-271-4643



A Warner Communications Company



MIGHTY THREE MUSIC GROUP  
 SUMMARY STATEMENT  
 FOR PERIOD JANUARY TO MARCH 1992

4410

GENE MC FADDEN  
 C/O MCFADDEN ENT INC  
 8150 OGONTZ AVENUE  
 WYNCOTE, PA 19095

TAX ID 200-38-4393

IN ACCOUNT WITH : (14431000) GENE MC FADDEN

BALANCE LAST PERIOD : 1944.51

DATE REF.

1/24/92 AUPAY  
 3/31/92 ROYLTS

AUTOMATIC PAYMENT MADE VIA ACCOUNTS PYDL  
 ROYALTIES FOR PERIOD TO 03/1992

1944.51 -  
 1901.53

BALANCE THIS PERIOD : 1901.53

PAYMENT NOW DUE : 1901.53



MIGHTY THREE MUSIC GROUP  
 SUMMARY STATEMENT  
 FOR PERIOD JULY TO SEPTEMBER 1992

4470

GENE MC FADDEN  
 C/O MCFADDEN ENT INC  
 P O BOX 5561  
 NORTH BERGEN, NJ 07047

TAX ID 200-38-4393

IN ACCOUNT WITH : (14431000) GENE MC FADDEN

BALANCE LAST PERIOD : 1836.70

DATE REF.

7/17/92	AUPAY	AUTOMATIC PAYMENT MADE VIA ACCOUNTS PYHL	1836.70 -
9/17/92	00150948	ROYALTY PAYMENT	1420.69 -
9/30/92	ROYLTS	ROYALTIES FOR PERIOD TO 09/1992	8056.75
9/30/92	TF14431001	ROYALTY GENE MC FADDEN	2014.88
9/30/92	1600	25% BONUS ON 12/91, 3/92 & 6/92 STMT	1420.69

BALANCE THIS PERIOD : 10071.63

PAYMENT NOW DUE : 10071.63

WARNER/CHAPPELL  
 MUSIC, INC.

10585 Santa Monica Boulevard, Los Angeles, CA 310-441-8705 FAX 310-470-4634



A TIME WARNER COMPANY

4

MIGHTY THREE MUSIC GROUP  
S U M M A R Y   S T A T E M E N T  
F O R   P E R I O D   A P R I L   T O   J U N E   1 9 9 5

3889

GENE MC FADDEN  
25% BONUS ACCOUNT

TAX ID 200-38-4393

IN ACCOUNT WITH : (14431001) GENE MC FADDEN

DATE      REF.

6/30/95	ROYLTS	ROYALTIES FOR PERIOD TO 06/1995	224.28
6/30/95	TT14431000	TRANSFER OF BALANCE TO MAIN ACCOUNT	224.28 -

BALANCE THIS PERIOD :      0.00

331-0434

MIGHTY THREE MUSIC GROUP

610-896-8677

3888

## SUMMARY STATEMENT

FOR PERIOD APRIL TO JUNE 1995

Fred

GENE MC FADDEN  
C/O MCFADDEN ENT INC  
7219 N BRYAN STREET  
PHILADELPHIA, PA 19119

TAX ID 200-38-4393

IN ACCOUNT WITH : (14431000) GENE MC FADDEN

BALANCE LAST PERIOD : 20876.36

DATE REF.

5/11/95	AUPAY	AUTOMATIC PAYMENT MADE VIA ACCOUNTS PY	20876.36 -
6/30/95	ROYLTS	ROYALTIES FOR PERIOD TO 06/1995	897.03
6/30/95	TF14431001	ROYALTY GENE MC FADDEN	224.28

BALANCE THIS PERIOD : 1121.31

PAYMENT NOW DUE : 1121.31

WARNER/CHAPPELL  
MUSIC, INC.

10585 Santa Monica Boulevard, Los Angeles, CA 90047-4105 FAX 310-470-4634

A Warner Music Group Company

7



**WARNER/CHAPPELL MUSIC**  
10585 Santa Monica Boulevard  
Los Angeles, California 90025-4950  
Tel: (310) 441-8600

05/04/99

29784:

**CHECK TOTAL**

5,863.57

DATE	DOC REF	DESCRIPTION	NARRATIVE	AMOUNT
05/03	050399		ROYALTIES FOR P/E 03/31/99	5,803.07

62225



WARNER/CHAPPELL MUSIC  
10585 Santa Monica Boulevard  
Los Angeles, California 90025-4850  
Tel: (310) 441-8600

01/28/99

288764

**CHECK TOTAL**

\*\*\*\*6,156.50

CO CHARGED	DOC REF	DESCRIPTION	NARRATIVE	AMOUNT
MIGHTY THRE		14431000 002	Royalties for period ended December 31, 1999	6,156.50

52964

MIGHTY THREE MUSIC GROUP  
 SUMMARY STATEMENT  
 FOR PERIOD APRIL TO JUNE 2001

PAYEE : (014431000) \*

GENE MC FADDEN  
 C/O MCFADDEN ENT INC  
 7219 N BRYAN ST  
 PHILADELPHIA, PA 19119

IN ACCOUNT WITH : (014431000) GENE MC FADDEN

BALANCE LAST PERIOD : 5858.04

DATE	REFERENCE	COMMENT	
4/27/01	AUPAY	AUTOMATIC PAYMENT MADE VIA ACCOUNTS PYBL	5858.04 -
6/19/01	00345857	ROYALTY PAYMENT	2000.00 -
6/30/01	FED EX	FEDERAL EXPRESS CHARGES	28.00 -
6/30/01	ROYLTS	ROYALTIES FOR PERIOD TO 06/2001	8577.63
6/30/01	TF014431001	ROYALTY GENE MC FADDEN	2144.11

BALANCE THIS PERIOD : 8693.74

PAYMENT NOW DUE : 8693.74



WARNER/CHAPPELL MUSIC, INC.  
A WARNER MUSIC GROUP COMPANY  
10585 Santa Monica Boulevard  
Los Angeles, California 90025-4950  
Tel: (310) 441-8600

01/26/2000

312174

**CHECK TOTAL**

\*\*\*\*\*7,354.01

CO CHARGED	DOC REF	DESCRIPTION	NARRATIVE	AMOUNT
MIGHTY THRE		14431000 000	Royalties for period ended December 31, 2000	7,354.01



JOHN WHITEHEAD  
7815 DEER RUN ROAD  
LAVEROCK, PA 19118

IN ACCOUNT WITH : 14621000000 14621000001 14621001000

- C O U R T E S Y   C O P Y   O N L Y   -  
N O   C H E C K   E N C L O S E D

MIGHTY THREE MUSIC GROUP  
S U M M A R Y   S T A T E M E N T  
F O R   P E R I O D   J A N U A R Y   T O   M A R C H   1 9 9 6

4460

JOHN WHITEHEAD JR  
C/O MARY WHITEHEAD  
7815 DEER RUN RD  
LAVEROCK, PA 19118

\*

TAX ID 166-38-9715

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

DATE      REF.

4/20/96	AUPAYH	PAYMENT MADE TO HEIRS	16291.44 -
3/31/96	ROYLTS	ROYALTIES FOR PERIOD TO 03/1996	13052.88
3/31/96	TF14621001	ROYALTY JOHN WHITEHEAD	3263.56
3/31/96	FED EX	FEDERAL EXPRESS CHARGES	25.00 -

BALANCE THIS PERIOD : 0.00

**MIGHTY THREE MUSIC GROUP**  
**ROYALTY STATEMENT**  
**FOR PERIOD JANUARY TO MARCH 1996**

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

PAGE: 1

**\*\* MECHANICAL ROYALTIES \*\***

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>AIN'T NO STOPPIN' US NOW</b>					
GENE MCFADDEN, JON WHITEHEAD, JERRY					
CAPITOL RECORDS INC (DOM)	10/95-12/95	3.29	14.166	0.47	
	10/95-12/95	459.00	14.166	65.02	
CBS RECORDS /SONY MUSIC	10/95-12/95	20.26	14.166	2.87	
	10/95-12/95	7453.79	14.166	1055.90	
WCM BRASIL	10/95-12/95	16.71	14.166	2.37	
WCM SPAIN	7/95-12/95	2754.06	14.166	390.14	
FONDO MUSICAL LTDA	7/95-12/95	6.71	14.166	0.95	
WCM CANADA	7/95-12/95	2100.60	14.166	297.57	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	96.17	14.166	13.62	
	7/95-12/95	22.17	14.166	3.14	
K-TEL INTERNATIONAL (USA) I	10/95-12/95	7.98	14.166	1.13	
RHINO RECORDS	4/95-06/95	937.07	14.166	132.75	
WCM AUSTRIA	7/95-12/95	574.24	14.166	81.35	
WCM AUSTRALIA	7/95-12/95	1161.34	14.166	164.52	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	21958.05	14.166	3110.58	
	7/95-12/95	5.18	14.166	0.73	
WCM GERMANY	7/95-12/95	1926.29	14.166	272.88	
WCM ITALY	7/95-12/95	936.20	14.166	132.62	
	7/95-12/95	215.84	14.166	30.58	
WCM SCANDINAVIA	7/95-12/95	474.31	14.166	67.19	
WCM MEXICO S A DE CV	7/95-12/95	0.49	14.166	0.07	
WCM UK (W)-ISRAEL	7/95-12/95	7.37	14.166	1.04	
WCM UK (W)-SOUTH AFRICA	7/95-12/95	58.05	14.166	8.22	
				5835.71 *	
<b>AIN'T NO STOPPIN' (AIN'T NO WAY)</b>					
GENE MCFADDEN, LINDA VITALI, JERRY COHEN					
WCM BRASIL	10/95-12/95	302.37	10.625	32.13	
WCM SPAIN	7/95-12/95	119.12	10.625	12.66	
WCM AUSTRIA	7/95-12/95	2009.70	10.625	213.53	
WCM GERMANY	7/95-12/95	10606.71	10.625	1126.96	
WCM JAPAN K.K	7/95-12/95	1334.59	10.625	141.80	
	7/95-12/95	265.94	10.625	28.26	
WCM SCANDINAVIA	7/95-12/95	228.71	10.625	24.30	
WCM GREECE	7/93-12/93	87.68	10.625	9.32	
	7/94-12/94	3.22	10.625	0.34	
				1589.30 *	
<b>ALWAYS ROOM FOR ONE MORE</b>					
G MCFADDEN, J WHITEHEAD, V CARSTARPHEN					
CAPITOL RECORDS INC (DOM)	10/95-12/95	8.83	14.166	1.25	
				1.25 *	
<b>ARE YOU SURE</b>					
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD					
FRENCH BLACK BOX (WCM FRANC	7/95-12/95	0.05	14.166	0.01	
WCM FRANCE	7/95-12/95	26.17	14.166	3.71	
				3.72 *	
<b>BACKSTABBERS</b>					
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD					
PRIORITY RECORDS (ADVANCE)	12/95-12/95	709.09	14.166	100.45	
CBS RECORDS /SONY MUSIC	7/95-09/95	107.15	14.166	15.18	
	10/95-12/95	1074.35	14.166	152.19	
WCM BRASIL	10/95-12/95	5.60	14.166	0.79	
WCM SPAIN	7/95-12/95	59.44	14.166	8.42	
FRENCH BLACK BOX (WCM FRANC	7/95-12/95	1.03	14.166	0.15	
WCM CANADA	7/95-12/95	43.08	14.166	6.10	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	23.85	14.166	3.38	
MECHANICAL COPYRIGHT (FRN)	8/95-10/95	12.47	14.166	1.77	

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

PAGE: 2

## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>BACKSTABBERS</b>					
(CONTINUED)					
RHINO RECORDS	4/94-06/94	591.29	14.166	83.76	
	4/95-06/95	75.53	14.166	10.70	
	7/94-09/94	670.93	14.166	95.04	
S.D.R.M. (FRN)	7/95-09/95	2.94	14.166	0.42	
TRIPLE X ENTERTAINMENT	7/95-09/95	1.34	14.166	0.19	
WCM AUSTRIA	7/95-12/95	229.55	14.166	32.52	
WCM AUSTRALIA	7/95-12/95	27.20	14.166	3.85	
	7/95-12/95	0.37	14.166	0.05	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	1054.55	14.166	149.39	
WCM GERMANY	7/95-12/95	697.20	14.166	98.77	
WCM ITALY	7/95-12/95	232.14	14.166	32.88	
WCM JAPAN K.K	7/95-12/95	1996.73	14.166	282.86	
	7/95-12/95	11.68	14.166	1.65	
WCM SCANDINAVIA	7/95-12/95	9.61	14.166	1.36	
WCM FRANCE	7/95-12/95	516.19	14.166	73.12	
WCM UK (W)-ISRAEL	7/95-12/95	1.97	14.166	0.28	
					1155.27 *
<b>BAD LUCK (PARTS I &amp; II)</b>					
G MCFADDEN, J WHITEHEAD, V CARSTARPHEN					
CBS RECORDS /SONY MUSIC	10/95-12/95	266.51	14.166	37.75	
	10/95-12/95	831.26	14.166	117.76	
WCM SPAIN	7/95-12/95	6.82	14.166	0.97	
FRENCH BLACK BOX (WCM FRANC	7/95-12/95	0.37	14.166	0.05	
WCM CANADA	7/95-12/95	13.41	14.166	1.90	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.62	14.166	0.09	
WCM AUSTRIA	7/95-12/95	4.51	14.166	0.64	
WCM AUSTRALIA	7/95-12/95	16.61	14.166	2.35	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	179.25	14.166	25.39	
WCM GERMANY	7/95-12/95	151.77	14.166	21.50	
WCM ITALY	7/95-12/95	6.05	14.166	0.86	
WCM JAPAN K.K	7/95-12/95	1056.89	14.166	149.72	
WCM SCANDINAVIA	7/95-12/95	15.64	14.166	2.22	
WCM FRANCE	7/95-12/95	183.58	14.166	26.01	
					387.21 *
<b>BE TRUTHFUL TO ME</b>					
GAMBLE, HUFF, MCFADDEN, WHITEHEAD					
CBS RECORDS /SONY MUSIC	10/95-12/95	26.05	10.625	2.77	
WCM SPAIN	7/95-12/95	3.47	10.625	0.37	
					3.14 *
<b>BUG-A-BOO</b>					
JOHN WHITEHEAD*, GENE MCFADDEN*,					
WCM UK (W)-UNITED KINGDOM	7/95-12/95	1.21	12.750	0.15	
					0.15 *
<b>BUMPIN BOOGIE (PARTS I &amp; II)</b>					
KENNETH GAMBLE, LEON HUFF,					
WCM SPAIN	7/95-12/95	2.88	10.625	0.31	
					0.31 *
<b>COLD COLD WORLD</b>					
VICTOR CARSTARPHEN, GENE MCFADDEN,					
CAPITOL RECORDS INC (DOM)	10/95-12/95	215.05	14.166	30.46	
WCM GERMANY	7/95-12/95	251.44	14.166	35.62	
					66.08 *
<b>CONCENTRATE ON ME</b>					
LEON HUFF, JOHN WHITEHEAD, GENE MCFADDEN					
WCM JAPAN K.K	7/95-12/95	4.66	14.166	0.66	
					0.66 *
<b>DANCE YOUR TROUBLES AWAY</b>					
VICTOR CARSTARPHEN (VIC), GENE MCFADDEN,					
CBS RECORDS /SONY MUSIC	10/95-12/95	6.37	14.166	0.90	
WCM JAPAN K.K	7/95-12/95	21.46	14.166	3.04	
					3.94 *

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

PAGE: 3

## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
DISCO SHOWDOWN BELL ARCHIE, VICTOR CARSTARPHEN (VIC), WCM BRASIL	10/95-12/95	4.71	12.750	0.60	0.60 *
DON'T FEEL BAD GENE MCFADDEN, JOHN WHITEHEAD, CAPITOL RECORDS INC (DOM)	10/95-12/95	10.03	14.166	1.42	1.42 *
DON'T LET LOVE GET YOU DOWN VICTOR CARSTARPHEN, LEON HUFF, WCM AUSTRIA	7/95-12/95	3.22	12.750	0.41	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	339.64	12.750	43.30	
WCM GERMANY	7/95-12/95	123.13	12.750	15.70	59.41 *
DON'T WALK AWAY MAD GENE MCFADDEN, JOHN WHITEHEAD, WCM SPAIN	7/95-12/95	0.04	31.875	0.01	0.01 *
DO YOU WANT TO DANCE GENE MCFADDEN, JOHN WHITEHEAD, CAPITOL RECORDS INC (DOM)	10/95-12/95	3.29	14.166	0.47	
	10/95-12/95	23.88	14.166	3.38	3.85 *
EASY EASY GOT TO TAKE IT EASY JOHN WHITEHEAD, GENE MCFADDEN, CAPITOL RECORDS INC (DOM)	10/95-12/95	67.01	14.166	9.49	
WCM CANADA	7/95-12/95	7.45	14.166	1.06	10.55 *
FERRY AVENUE LEON HUFF, GENE MCFADDEN, WCM GERMANY	7/95-12/95	9.35	10.625	0.99	0.99 *
GOT TO CHANGE JERRY COHEN, GENE MCFADDEN, CAPITOL RECORDS INC (DOM)	10/95-12/95	2.46	14.166	0.35	
	10/95-12/95	17.92	14.166	2.54	2.89 *
I'LL ALWAYS LOVE MY MAMA K.GAMBLE/L.HUFF/G.MCFADDEN/J.WHITEHEAD					
CBS RECORDS /SONY MUSIC	10/95-12/95	91.60	10.625	9.73	
WCM SPAIN	7/95-12/95	7.87	10.625	0.84	
FRENCH BLACK BOX (WCM FRANC	7/95-12/95	0.38	10.625	0.04	
WCM CANADA	7/95-12/95	6.06	10.625	0.64	
ORIGINAL SOUND RECORD	7/95-09/95	490.02	10.625	52.06	
WCM AUSTRIA	7/95-12/95	3.40	10.625	0.36	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	6.80	10.625	0.72	
WCM GERMANY	7/95-12/95	1.52	10.625	0.16	
WCM JAPAN K.K	7/95-12/95	272.91	10.625	29.00	
WCM FRANCE	7/95-12/95	189.97	10.625	20.18	113.73 *
I'LL TRY LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD					
WCM JAPAN K.K	7/95-12/95	68.80	14.166	9.75	9.75 *
I'VE BEEN PUSHED ASIDE J.WHITEHEAD, G.MCFADDEN, J.COEN					
CAPITOL RECORDS INC (DOM)	10/95-12/95	2.46	14.166	0.35	
	10/95-12/95	17.92	14.166	2.54	2.89 *

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

PAGE: 4

## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>I CAN'T WIN FOR LOSING</b>					
WHITEHEAD, G. MCFADDEN, V. CARSTARPHEN	10/95-12/95	359.83	14.166	50.97	
CBS RECORDS /SONY MUSIC					50.97 *
<b>IF YOU'RE LOOKING FOR SOMEBODY TO L</b>					
GENE MCFADDEN, JOHN WHITEHEAD JR	7/95-12/95	78.67	21.250	16.72	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	63.65	21.250	13.53	
WCM SCANDINAVIA					30.25 *
<b>IF YOU KNOW LIKE I KNOW</b>					
JERRY COHEN, GENE MCFADDEN,	7/95-09/95	0.26	14.166	0.04	
CAPITOL RECORDS INC (DOM)	10/95-12/95	93.21	14.166	13.20	
WCM CANADA	7/95-12/95	14.04	14.166	1.99	
					15.23 *
<b>IF YOU WANT ME BACK</b>					
LEON HUFF, JOHN WHITEHEAD,	7/95-12/95	0.05	14.166	0.01	
FRENCH BLACK BOX (WCM FRANC	7/95-12/95	23.40	14.166	3.31	
WCM FRANCE					3.32 *
<b>I GOT THE LOVE</b>					
JERRY COHEN, GENE MCFADDEN,	10/95-12/95	2.18	14.166	0.31	
CAPITOL RECORDS INC (DOM)	10/95-12/95	15.68	14.166	2.22	
WCM FRANCE	7/95-12/95	3.98	14.166	0.56	
					3.09 *
<b>I HEARD IT IN A LOVE SONG</b>					
G.MCFADDEN, J.WHITEHEAD, J.COHEN	10/95-12/95	348.21	14.166	49.33	
CAPITOL RECORDS INC (DOM)	7/95-12/95	8.09	14.166	1.15	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	19.49	14.166	2.76	
WCM GERMANY					53.24 *
<b>I KNOW WHAT I'M GONNA DO</b>					
GENE MCFADDEN, JOHN WHITEHEAD,	10/95-12/95	227.83	14.166	32.27	
CAPITOL RECORDS INC (DOM)					32.27 *
<b>I LOVE YOU BUT YOU DON'T EVEN KNOW</b>					
V CARSTARPHEN, G MCFADDEN, J WHITEHEAD	7/95-12/95	10.74	14.166	1.52	
WCM JAPAN K.K					1.52 *
<b>IS THERE A PLACE FOR ME</b>					
LEON HUFF, GENE MCFADDEN,	10/95-12/95	83.67	14.166	11.85	
CBS RECORDS /SONY MUSIC	7/95-12/95	9.31	14.166	1.32	
WCM JAPAN K.K					13.17 *
<b>IT'S ALL BECAUSE OF A WOMAN</b>					
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD	7/95-12/95	11.46	14.166	1.62	
WCM FRANCE					1.62 *
<b>IT'S HARD NOT TO LIKE YOU</b>					
GENE MCFADDEN, HAROLD PRESTON,	7/95-12/95	93.62	10.625	9.95	
WCM GERMANY					9.95 *
<b>JUST WANNA LOVE YOU BABY</b>					
JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN	10/95-12/95	2.18	14.166	0.31	
CAPITOL RECORDS INC (DOM)	10/95-12/95	15.68	14.166	2.22	
					2.53 *

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>KEEP ON LOVING YOU</b>					
GENE MCFADDEN, JOHN WHITEHEAD, CBS RECORDS /SONY MUSIC	10/95-12/95	29.88	14.166	4.23	
WCM SPAIN	7/95-12/95	4.53	14.166	0.64	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.33	14.166	0.05	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	66.45	14.166	9.41	
WCM GERMANY	7/95-12/95	6.90	14.166	0.98	
WCM ITALY	7/95-12/95	3.25	14.166	0.46	
WCM JAPAN K.K	7/95-12/95	40.63	14.166	5.76	
WCM SCANDINAVIA	7/95-12/95	0.04	14.166	0.01	
					21.54 *
<b>LET'S GO DISCO</b>					
LEON HUFF, JOHN WHITEHEAD, WCM JAPAN K.K	7/95-12/95	10.74	8.500	0.91	
					0.91 *
<b>LET'S GROOVE</b>					
MCFADDEN/WHITEHEAD/CARSTARPHEN/HUFF CBS RECORDS /SONY MUSIC	10/95-12/95	35.99	12.750	4.59	
WCM SPAIN	7/95-12/95	1.10	12.750	0.14	
WCM AUSTRIA	7/95-12/95	6.81	12.750	0.87	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	0.11	12.750	0.01	
					5.61 *
<b>LET'S GROOVE (PART 2)</b>					
VICTOR CARSTARPHEN, LEON HUFF, WCM JAPAN K.K	7/95-12/95	291.68	12.750	37.19	
					37.19 *
<b>LET'S MEND WHAT'S BEEN BROKEN</b>					
G.MCFADDEN, J.WHITEHEAD, J. COHEN ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	4.22	14.166	0.60	
POLYGRAM RECORDS (DOM)	7/95-09/95	219.14	14.166	31.04	
	10/95-12/95	204.10	14.166	28.91	
RCA / BMG MUSIC/ARIOLA DOME	9/95-11/95	284.63	14.166	40.32	
WCM AUSTRIA	7/95-12/95	24.25	14.166	3.44	
WCM AUSTRALIA	7/95-12/95	2.49	14.166	0.35	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	72.89	14.166	10.33	
WCM GERMANY	7/95-12/95	391.62	14.166	55.48	
WCM ITALY	7/95-12/95	41.03	14.166	5.81	
WCM JAPAN K.K	7/95-12/95	16.06	14.166	2.28	
WCM SCANDINAVIA	7/95-12/95	21.10	14.166	2.99	
WCM GREECE	7/89-12/89	2.52	14.166	0.36	
					181.91 *
<b>LET'S STAND TOGETHER</b>					
G. MC FADDEN, J. WHITEHEAD & M. MOORE WCM JAPAN K.K	7/95-12/95	136.39	14.166	19.32	
	7/95-12/95	280.51	14.166	39.74	
					59.06 *
<b>LET LIFE FLOW</b>					
JOHN WHITEHEAD, GENE MCFADDEN, CAPITOL RECORDS INC (DOM)	10/95-12/95	16.72	14.166	2.37	
WCM CANADA	7/95-12/95	6.64	14.166	0.94	
					3.31 *
<b>LET ME LOVE YOU</b>					
JERRY COHEN, GENE MCFADDEN, CAPITOL RECORDS INC (DDM)	10/95-12/95	326.33	14.166	46.23	
WCM CANADA	7/95-12/95	24.75	14.166	3.51	
WCM GERMANY	7/95-12/95	54.58	14.166	7.73	
					57.47 *
<b>LET ME TURN U ON</b>					
GENE MCFADDEN, JOHN WHITEHEAD, CBS RECORDS /SONY MUSIC	10/95-12/95	20.27	10.625	2.15	
	10/95-12/95	40.52	10.625	4.31	



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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
(CONTINUED)					
LET ME TURN U ON					
WCM GERMANY	7/95-12/95	51.09	10.625	5.43	
WCM SCANDINAVIA	7/95-12/95	0.94	10.625	0.10	
	7/95-12/95	0.35	10.625	0.04	12.03 *
LISTEN TO THE CLOCK ON THE WALL					
KENNETH GAMBLE, LEON HUFF,					
CBS RECORDS /SONY MUSIC	10/95-12/95	48.18	10.625	5.12	
WCM JAPAN K.K	7/95-12/95	55.08	10.625	5.85	10.97 *
LOVE SHOP					
LEON HUFF, GENE MCFADDEN,					
WCM SPAIN	7/95-12/95	3.74	14.166	0.53	0.53 *
LOVE SONG NUMBER 690 (LIFE'S NO GOO					
GENE MCFADDEN, JOHN WHITEHEAD, JERRY COHEN					
CAPITOL RECORDS INC (DOM)	10/95-12/95	10.03	14.166	1.42	1.42 *
MORE I GET, THE MORE I WANT					
VICTOR CARSTARPHEN, GENE MCFADDEN,					
CAPITOL RECORDS INC (DOM)	10/95-12/95	67.01	14.166	9.49	
CBS RECORDS /SONY MUSIC	10/95-12/95	470.34	14.166	66.63	
WCM SPAIN	7/95-12/95	0.96	14.166	0.14	
WCM CANADA	7/95-12/95	13.98	14.166	1.98	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	2.37	14.166	0.34	
WCM GERMANY	7/95-12/95	4134.28	14.166	585.66	
WCM ITALY	7/95-12/95	23.07	14.166	3.27	
WCM GREECE	7/93-12/93	137.13	14.166	19.43	686.94 *
MR. MUSIC					
JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN					
CAPITOL RECORDS INC (DOM)	10/95-12/95	2.46	14.166	0.35	
	10/95-12/95	17.92	14.166	2.54	2.89 *
MUSIC'S TAKIN' OVER					
JOHN WHITEHEAD, GENE MCFADDEN,					
WCM SPAIN	7/95-12/95	18.26	14.166	2.59	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.40	14.166	0.06	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	12.79	14.166	1.81	
WCM GERMANY	7/95-12/95	12.01	14.166	1.70	
WCM ITALY	7/95-12/95	3.91	14.166	0.55	
WCM JAPAN K.K	7/95-12/95	4.39	14.166	0.62	
WCM SCANDINAVIA	7/95-12/95	3.18	14.166	0.45	7.78 *
NOW IS THE TIME TO DO IT					
VICTOR CARSTARPHEN (VIC), GENE MCFADDEN,					
CBS RECORDS /SONY MUSIC	10/95-12/95	539.90	14.166	76.48	76.48 *
ONE DAY SOON (YOU'LL NEED ME)					
JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN					
CAPITOL RECORDS INC (DOM)	10/95-12/95	19.83	14.166	2.81	2.81 *
PEOPLE KEEP TELLIN' ME					
VICTOR CARSTARPHEN, GENE MCFADDEN,					
CBS RECORDS /SONY MUSIC	10/95-12/95	101.64	14.166	14.40	
WCM JAPAN K.K	7/95-12/95	2.68	14.166	0.38	14.78 *



IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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## \*\* MECHANICAL ROYALTIES \*\*

PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>PEOPLE POWER</b>				
J. WHITEHEAD/G. MCFADDEN/V. CARSTARPHEN				
FRENCH BLACK BOX (WCM FRANC 7/95-12/95	2.31	14.166	0.33	
WCM FRANCE 7/95-12/95	1161.71	14.166	164.57	164.90 *
<b>PICK ME UP I'LL DANCE</b>				
J. WHITEHEAD, G. MC FADDEN, R. ROSE				
FRENCH BLACK BOX (WCM FRANC 7/95-12/95	0.30	14.166	0.04	
WCM FRANCE 7/95-12/95	149.15	14.166	21.13	21.17 *
<b>PRAYIN' (A PRAYER FOR EVERYONE)</b>				
GENE MCFADDEN, JOHN WHITEHEAD				
WCM UK (W)-UNITED KINGDOM 7/95-12/95	4.21	21.250	0.89	
WCM SCANDINAVIA 7/95-12/95	4.36	21.250	0.93	1.82 *
<b>PRETTY FLOWER</b>				
VICTOR CARSTARPHEN, GENE MCFADDEN,				
WCM JAPAN K.K 7/95-12/95	10.02	14.166	1.42	
WCM FRANCE 7/95-12/95	10.49	14.166	1.49	2.91 *
<b>RIGHT HERE IS WHERE I WANT TO BE</b>				
JOHN WHITEHEAD, GENE MCFADDEN,				
CBS RECORDS /SONY MUSIC 10/95-12/95	7.11	14.166	1.01	1.01 *
<b>SHE'S ONLY A WOMAN</b>				
VICTOR CARSTARPHEN, GENE MCFADDEN,				
CBS RECORDS /SONY MUSIC 10/95-12/95	117.76	14.166	16.68	
WCM GERMANY 7/95-12/95	90.59	14.166	12.83	
WCM FRANCE 7/95-12/95	14.44	14.166	2.05	31.56 *
<b>SHIFTLESS, SHADY JEALOUS KIND OF PE</b>				
KENNETH GAMBLE, LEON HUFF,				
CBS RECORDS /SONY MUSIC 10/95-12/95	45.13	10.625	4.80	
WCM UK (W)-UNITED KINGDOM 7/95-12/95	9.13	10.625	0.97	
WCM GERMANY 7/95-12/95	0.55	10.625	0.06	
WCM JAPAN K.K 7/95-12/95	63.80	10.625	6.78	12.61 *
<b>SOMEBODY TOLD ME</b>				
KENNETH GAMBLE, JOHN WHITEHEAD,				
CAPITOL RECORDS INC (DOM) 10/95-12/95	76.96	10.625	8.18	
WCM CANADA 7/95-12/95	7.45	10.625	0.79	8.97 *
<b>SOONER YOU GET HERE</b>				
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD				
FRENCH BLACK BOX (WCM FRANC 7/95-12/95	0.06	14.166	0.01	
WCM FRANCE 7/95-12/95	30.67	14.166	4.34	4.35 *
<b>SOUL CITY WALK</b>				
G. MCFADDEN/J. WHITEHEAD/V. CARSTARPHEN				
CBS RECORDS /SONY MUSIC 10/95-12/95	143.91	14.166	20.39	
WCM SPAIN 7/95-12/95	6.15	14.166	0.87	
RHINO RECORDS 4/95-06/95	87.47	14.166	12.39	
WCM UK (W)-UNITED KINGDOM 7/95-12/95	2894.98	14.166	410.10	
WCM JAPAN K.K 7/95-12/95	12.13	14.166	1.72	
WCM GREECE 7/94-12/94	1.74	14.166	0.25	445.72 *
<b>STANDING RIGHT HERE</b>				
J. WHITEHEAD/G. MCFADDEN/V. CARSTARPHEN				

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>STANDING RIGHT HERE</b>					
WCM UK (W)-UNITED KINGDOM	7/95-12/95	(CONTINUED) 15.24	14.166	2.16	2.16 *
<b>STAY TOGETHER</b>					
VICTOR CARSTARPHEN (VIC), GENE MCFADDEN, MCA RECORDS INC (DOM)	10/95-12/95	22.14	14.166	3.14	3.14 *
<b>STRATEGY</b>					
J.WHITEHEAD, G.MCFADDEN, J.COHEN					
CAPITOL RECORDS INC (DOM)	10/95-12/95	105.67	14.166	14.97	
CBS RECORDS /SONY MUSIC	10/95-12/95	9.61	14.166	1.36	
RHINO RECORDS	4/95-06/95	87.47	14.166	12.39	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	7.90	14.166	1.12	29.84 *
<b>STRENGTH OF ONE MAN</b>					
GENE MCFADDEN, JOHN WHITEHEAD,					
CBS RECORDS /SONY MUSIC	10/95-12/95	37.72	14.166	5.34	
WCM SPAIN	7/95-12/95	31.11	14.166	4.41	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.55	14.166	0.08	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	5.29	14.166	0.75	
WCM GERMANY	7/95-12/95	23.38	14.166	3.31	
WCM ITALY	7/95-12/95	5.39	14.166	0.76	
WCM JAPAN K.K	7/95-12/95	5.42	14.166	0.77	
WCM SCANDINAVIA	7/95-12/95	0.31	14.166	0.04	
WCM FRANCE	7/95-12/95	14.70	14.166	2.08	17.54 *
<b>SUMMERTIME AND I'M FEELING MELLOW</b>					
V.CARSTARPHEN/G.MCFADDEN/J.WHITEHEAD					
CBS RECORDS /SONY MUSIC	10/95-12/95	17.30	14.166	2.45	2.45 *
<b>TELL THE WORLD HOW I FEEL ABOUT CHA</b>					
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN					
CBS RECORDS /SONY MUSIC	10/95-12/95	370.29	14.166	52.46	
WCM SPAIN	7/95-12/95	33.00	14.166	4.67	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.36	14.166	0.05	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	35.46	14.166	5.02	
WCM GERMANY	7/95-12/95	7.21	14.166	1.02	
WCM ITALY	7/95-12/95	3.51	14.166	0.50	
WCM JAPAN K.K	7/95-12/95	44.70	14.166	6.33	
WCM SCANDINAVIA	7/95-12/95	0.04	14.166	0.01	70.06 *
<b>THAT LET'S ME KNOW I'M IN LOVE</b>					
GENE MCFADDEN, JOHN WHITEHEAD, J. COHEN					
CAPITOL RECORDS INC (DOM)	10/95-12/95	11.70	14.166	1.66	1.66 *
<b>THIS IS MY SONG</b>					
GENE MCFADDEN, JOHN WHITEHEAD,					
CAPITOL RECORDS INC (DOM)	10/95-12/95	8.83	14.166	1.25	1.25 *
<b>THOSE LIES (DONE CAUGHT UP WITH YOU</b>					
VICTOR CARSTARPHEN (VIC), GENE MCFADDEN,					
CAPITOL RECORDS INC (DOM)	10/95-12/95	74.26	14.166	10.52	
WCM BRASIL	10/95-12/95	4.59	14.166	0.65	11.17 *
<b>TO BE FREE TO BE WHO WE ARE</b>					
GENE MCFADDEN, JOHN WHITEHEAD,					
CBS RECORDS /SONY MUSIC	10/95-12/95	29.88	14.166	4.23	
WCM SPAIN	7/95-12/95	5.19	14.166	0.74	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.47	14.166	0.07	

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>TO BE FREE TO BE WHO WE ARE</b>					
(CONTINUED)					
WCM AUSTRIA	7/95-12/95	4.51	14.166	0.64	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	12.07	14.166	1.71	
WCM GERMANY	7/95-12/95	9.37	14.166	1.33	
WCM ITALY	7/95-12/95	4.56	14.166	0.65	
WCM JAPAN K.K	7/95-12/95	8.16	14.166	1.16	
WCM SCANDINAVIA	7/95-12/95	0.05	14.166	0.01	
					10.54 *
<b>WAKE UP EVERYBODY</b>					
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN					
CBS RECORDS /SONY MUSIC	10/95-12/95	1404.58	14.166	198.97	
CGR PRODUCTIONS	7/95-09/95	252.95	14.166	35.83	
WCM SPAIN	7/95-12/95	37.73	14.166	5.34	
FRENCH BLACK BOX (WCM FRANC	7/95-12/95	0.20	14.166	0.03	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.97	14.166	0.14	
K-TEL INTL (ADVANCE)	12/95-02/96	472.73	14.166	66.97	
K-TEL INTERNATIONAL (USA) I	7/95-09/95	23.72	14.166	3.36	
MECHANICAL COPYRIGHT (FRN)	8/95-10/95	14.46	14.166	2.05	
WCM AUSTRALIA	7/95-12/95	40.03	14.166	5.67	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	1365.37	14.166	193.42	
WCM GERMANY	7/95-12/95	21.99	14.166	3.12	
WCM ITALY	7/95-12/95	9.40	14.166	1.33	
WCM JAPAN K.K	7/95-12/95	551.06	14.166	78.06	
WCM SCANDINAVIA	7/95-12/95	52.17	14.166	7.39	
WCM FRANCE	7/95-12/95	101.34	14.166	14.36	
WCM GREECE	7/93-12/93	226.09	14.166	32.03	
	7/94-12/94	108.59	14.166	15.38	
					663.45 *
<b>WHERE ARE ALL MY FRIENDS</b>					
V.CARSTARPHEN/G.MCFADDEN/J.WHITEHEAD					
CBS RECORDS /SONY MUSIC	10/95-12/95	660.84	14.166	93.61	
WCM SPAIN	7/95-12/95	4.55	14.166	0.64	
WCM CANADA	7/95-12/95	8.89	14.166	1.26	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.45	14.166	0.06	
WCM AUSTRIA	7/95-12/95	4.51	14.166	0.64	
WCM AUSTRALIA	7/95-12/95	5.04	14.166	0.71	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	29.59	14.166	4.19	
WCM GERMANY	7/95-12/95	6.46	14.166	0.92	
WCM ITALY	7/95-12/95	4.41	14.166	0.62	
WCM JAPAN K.K	7/95-12/95	46.51	14.166	6.59	
WCM SCANDINAVIA	7/95-12/95	0.59	14.166	0.08	
WCM FRANCE	7/95-12/95	7.55	14.166	1.07	
					110.39 *
<b>WHERE DID ALL THE LOVIN' GO</b>					
GENE MCFADDEN, JOHN WHITEHEAD,					
WCM GERMANY	7/95-12/95	58.48	14.166	8.28	
					8.28 *
<b>WHERE WILL YOU GO WHEN THE PARTY'S</b>					
GENE MCFADDEN, JOHN WHITEHEAD,					
WCM UK (W)-UNITED KINGDOM	7/95-12/95	41.06	14.166	5.82	
WCM JAPAN K.K	7/95-12/95	0.22	14.166	0.03	
WCM SCANDINAVIA	7/95-12/95	0.35	14.166	0.05	
					5.90 *
<b>WHY OH WHY</b>					
GENE MCFADDEN, JOHN WHITEHEAD, JERRY COHEN					
CAPITOL RECORDS INC (DOM)	10/95-12/95	10.03	14.166	1.42	
WCM SPAIN	7/95-12/95	0.08	14.166	0.01	
					1.43 *
<b>YESTERDAY WE WERE JUST BUDDIES</b>					
VICTOR CARSTARPHEN (VIC), GENE MCFADDEN,					
WCM JAPAN K.K	7/95-12/95	0.40	14.166	0.06	
					0.06 *

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>YOU'RE MY SOMEONE TO LOVE</b>					
JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN	10/95-12/95	2.18	14.166	0.31	
CAPITOL RECORDS INC (DOM)	10/95-12/95	15.68	14.166	2.22	2.53 *
<b>YOUR LOVE IS TAKING ME ON A JOURNEY</b>					
GENE MCFADDEN, JOHN WHITEHEAD JR					
WCM UK (W)-UNITED KINGDOM	7/95-12/95	4.78	21.250	1.02	
WCM SCANDINAVIA	7/95-12/95	29.57	21.250	6.28	7.30 *
				<b>MECHANICAL TOTAL</b>	<b>12297.79 **</b>

## \*\* PRINT ROYALTIES \*\*

<b>AIN'T NO STOPPIN' US NOW</b>					
GENE MCFADDEN, JON WHITEHEAD, JERRY					
HAL LEONARD PUBL CORP (DOM)	7/95-12/95	49.45	14.166	7.01	
WCM AUSTRALIA	7/95-12/95	0.63	14.166	0.09	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	7.37	14.166	1.04	8.14 *
<b>BACKSTABBERS</b>					
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD					
CANADIAN PRINT RATES					
WB PRESENTS 70/80	MF9502	2	0.26	4.167	0.01
CLASIC RHYTHM & BLUES	MF9542	15	2.54	4.167	0.11
IM GONNA MAKE YOU LOVE ME & BST	VF1702	1	0.22	4.167	0.01
PRINT FOREIGN RATES					
CLASIC RHYTHM & BLUES	MF9542	204	34.58	4.167	1.44
DOMESTIC PRINT RATES					
WB PRESENTS 70/80	MF9502	278	35.61	4.167	1.48
CLASIC RHYTHM & BLUES	MF9542	321	54.41	4.167	2.27
IM GONNA MAKE YOU LOVE ME & BST	VF1702	59	12.97	4.167	0.54
SONG TREASURES FROM THE 70'S	VF1740	8	1.73	4.167	0.07
WCM AUSTRALIA	7/95-12/95	81.92	14.166	11.60	
	7/95-12/95	0.60	14.166	0.08	17.61 *
<b>DO YOU WANT TO DANCE</b>					
GENE MCFADDEN, JOHN WHITEHEAD,					
MINDSCAPE(FMRLY SOFTWARETOO	10/95-12/95	21.50	14.166	3.05	3.05 *
<b>WAKE UP EVERYBODY</b>					
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN					
CANADIAN PRINT RATES					
IM GONNA MAKE YOU LOVE ME & BST	VF1702	1	0.22	4.167	0.01
GOLDEN DECADE OF THE 70'S	VF1769	2	0.55	4.167	0.02
PRINT FOREIGN RATES					
WHEN A MAN LOVES A WOMAN & 26 GR	VF1838	2	0.55	4.167	0.02
DOMESTIC PRINT RATES					
IM GONNA MAKE YOU LOVE ME & BST	VF1702	59	12.97	4.167	0.54
SONG TREASURES FROM THE 70'S	VF1740	8	1.73	4.167	0.07
GOLDEN DECADE OF THE 70'S	VF1769	50	13.85	4.167	0.58
WHEN A MAN LOVES A WOMAN & 26 GR	VF1838	23	6.37	4.167	0.27
WCM AUSTRALIA	7/95-12/95	7.08	14.166	1.00	2.51 *
				<b>PRINT TOTAL</b>	<b>31.31 **</b>

## \*\* MISCELLANEOUS ROYALTIES \*\*

<b>AIN'T NO STOPPIN' US NOW</b>					
GENE MCFADDEN, JON WHITEHEAD, JERRY					
WCM AUSTRALIA	7/95-12/95	1638.36	14.166	232.09	
	7/95-12/95	4.48	14.166	0.63	

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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## \*\* MISCELLANEOUS ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>AIN'T NO STOPPIN' US NOW</b>					
WCM UK (W)-UNITED KINGDOM	7/95-12/95	(CONTINUED) 247.43	14.166	35.05	
	7/95-12/95	304.01	14.166	43.07	
WCM GERMANY	7/95-12/95	2272.88	14.166	321.98	
WORLD WIDE PANTS	2/96-02/96	350.00	14.166	49.58	
					682.40 *
<b>AIN'T NO STOPPIN' (AIN'T NO WAY)</b>					
GENE MCFADDEN, LINDA VITALI, JERRY COHEN					
WCM JAPAN K.K	7/95-12/95	35.38	10.625	3.76	
					3.76 *
<b>BACKSTABBERS</b>					
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD					
PIONEER ENTERTAINMENT (USA)	10/95-12/95	45.00	14.166	6.37	
DAIICHI KOSHO CO LTD	7/95-09/95	3.99	14.166	0.57	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	10.49	14.166	1.49	
WCM JAPAN K.K	7/95-12/95	47.80	14.166	6.77	
					15.20 *
<b>BAD LUCK (PARTS I &amp; II)</b>					
G MCFADDEN, J WHITEHEAD, V CARSTARPHEN					
WCM JAPAN K.K	7/95-12/95	54.59	14.166	7.73	
					7.73 *
<b>DON'T LET LOVE GET YOU DOWN</b>					
VICTOR CARSTARPHEN, LEON HUFF,					
WCM UK (W)-UNITED KINGDOM	7/95-12/95	11.53	12.750	1.47	
					1.47 *
<b>MORE I GET, THE MORE I WANT</b>					
VICTOR CARSTARPHEN, GENE MCFADDEN,					
WCM UK (W)-UNITED KINGDOM	7/95-12/95	16.16	14.166	2.29	
					2.29 *
<b>SOUL CITY WALK</b>					
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN					
WCM UK (W)-UNITED KINGDOM	7/95-12/95	12.79	14.166	1.81	
					1.81 *
<b>WAKE UP EVERYBODY</b>					
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN					
WCM UK (W)-UNITED KINGDOM	7/95-12/95	64.37	14.166	9.12	
					9.12 *
<b>MISCELLANEOUS TOTAL</b>				<b>723.78</b>	<b>**</b>
<b>STATEMENT TOTAL</b>				<b>13052.88</b>	<b>***</b>

MIGHTY THREE MUSIC GROUP  
S U M M A R Y   S T A T E M E N T  
FOR PERIOD JANUARY TO MARCH 1996

4460

JOHN WHITEHEAD JR  
C/O MARY WHITEHEAD  
7815 DEER RUN RD  
LAVEROCK, PA 19118

\*

TAX ID 166-38-9715

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

DATE      REF.

4/20/96 AUPAYH	PAYMENT MADE TO HEIRS	16291.44 -
3/31/96 ROYLTS	ROYALTIES FOR PERIOD TO 03/1996	13052.88
3/31/96 TF14621001	ROYALTY JOHN WHITEHEAD	3263.56
3/31/96 FED EX	FEDERAL EXPRESS CHARGES	25.00 -

BALANCE THIS PERIOD :      0.00



MIGHTY THREE MUSIC GROUP  
R O Y A L T Y S T A T E M E N T  
FOR PERIOD JANUARY TO MARCH 1996

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>AIN'T NO STOPPIN' US NOW</b>					
GENE MCFADDEN, JON WHITEHEAD, JERRY					
CAPITOL RECORDS INC (DOM)	10/95-12/95	3.29	14.166	0.47	
	10/95-12/95	459.00	14.166	65.02	
CBS RECORDS /SONY MUSIC	10/95-12/95	20.26	14.166	2.87	
	10/95-12/95	7453.79	14.166	1055.90	
WCM BRASIL	10/95-12/95	16.71	14.166	2.37	
WCM SPAIN	7/95-12/95	2754.06	14.166	390.14	
FONDO MUSICAL LTDA	7/95-12/95	6.71	14.166	0.95	
WCM CANADA	7/95-12/95	2100.60	14.166	297.57	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	96.17	14.166	13.62	
	7/95-12/95	22.17	14.166	3.14	
K-TEL INTERNATIONAL (USA) I	10/95-12/95	7.98	14.166	1.13	
RHINO RECORDS	4/95-06/95	937.07	14.166	132.75	
WCM AUSTRIA	7/95-12/95	574.24	14.166	81.35	
WCM AUSTRALIA	7/95-12/95	1161.34	14.166	164.52	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	21958.05	14.166	3110.58	
	7/95-12/95	5.18	14.166	0.73	
WCM GERMANY	7/95-12/95	1926.29	14.166	272.88	
WCM ITALY	7/95-12/95	936.20	14.166	132.62	
	7/95-12/95	215.84	14.166	30.58	
WCM SCANDINAVIA	7/95-12/95	474.31	14.166	67.19	
WCM MEXICO S A DE CV	7/95-12/95	0.49	14.166	0.07	
WCM UK (W)-ISRAEL	7/95-12/95	7.37	14.166	1.04	
WCM UK (W)-SOUTH AFRICA	7/95-12/95	58.05	14.166	8.22	
				5835.71 *	
<b>AIN'T NO STOPPIN' (AIN'T NO WAY)</b>					
GENE MCFADDEN, LINDA VITALI, JERRY COHEN					
WCM BRASIL	10/95-12/95	302.37	10.625	32.13	
WCM SPAIN	7/95-12/95	119.12	10.625	12.66	
WCM AUSTRIA	7/95-12/95	2009.70	10.625	213.53	
WCM GERMANY	7/95-12/95	10606.71	10.625	1126.96	
WCM JAPAN K.K	7/95-12/95	1334.59	10.625	141.80	
	7/95-12/95	265.94	10.625	28.26	
WCM SCANDINAVIA	7/95-12/95	228.71	10.625	24.30	
WCM GREECE	7/93-12/93	87.68	10.625	9.32	
	7/94-12/94	3.22	10.625	0.34	
				1589.30 *	
<b>ALWAYS ROOM FOR ONE MORE</b>					
G MCFADDEN, J WHITEHEAD, V CARSTARPHEN					
CAPITOL RECORDS INC (DOM)	10/95-12/95	8.83	14.166	1.25	
				1.25 *	
<b>ARE YOU SURE</b>					
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD					
FRENCH BLACK BOX (WCM FRANC	7/95-12/95	0.05	14.166	0.01	
WCM FRANCE	7/95-12/95	26.17	14.166	3.71	
				3.72 *	
<b>BACKSTABBERS</b>					
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD					
PRIORITY RECORDS (ADVANCE)	12/95-12/95	709.09	14.166	100.45	
CBS RECORDS /SONY MUSIC	7/95-09/95	107.15	14.166	15.18	
	10/95-12/95	1074.35	14.166	152.19	
WCM BRASIL	10/95-12/95	5.60	14.166	0.79	
WCM SPAIN	7/95-12/95	59.44	14.166	8.42	
FRENCH BLACK BOX (WCM FRANC	7/95-12/95	1.03	14.166	0.15	
WCM CANADA	7/95-12/95	43.08	14.166	6.10	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	23.85	14.166	3.38	
MECHANICAL COPYRIGHT (FRN)	8/95-10/95	12.47	14.166	1.77	

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>BACKSTABBERS</b>					
(CONTINUED)					
RHINO RECORDS	4/94-06/94	591.29	14.166	83.76	
	4/95-06/95	75.53	14.166	10.70	
	7/94-09/94	670.93	14.166	95.04	
S.D.R.M. (FRN)	7/95-09/95	2.94	14.166	0.42	
TRIPLE X ENTERTAINMENT	7/95-09/95	1.34	14.166	0.19	
WCM AUSTRIA	7/95-12/95	229.55	14.166	32.52	
WCM AUSTRALIA	7/95-12/95	27.20	14.166	3.85	
	7/95-12/95	0.37	14.166	0.05	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	1054.55	14.166	149.39	
WCM GERMANY	7/95-12/95	697.20	14.166	98.77	
WCM ITALY	7/95-12/95	232.14	14.166	32.88	
WCM JAPAN K.K.	7/95-12/95	1996.73	14.166	282.86	
	7/95-12/95	11.68	14.166	1.65	
WCM SCANDINAVIA	7/95-12/95	9.61	14.166	1.36	
WCM FRANCE	7/95-12/95	516.19	14.166	73.12	
WCM UK (W)-ISRAEL	7/95-12/95	1.97	14.166	0.28	
					1155.27 *
<b>BAD LUCK (PARTS I &amp; II)</b>					
G MCFADDEN, J WHITEHEAD, V CARSTARPHEN					
CBS RECORDS /SONY MUSIC	10/95-12/95	266.51	14.166	37.75	
	10/95-12/95	831.26	14.166	117.76	
WCM SPAIN	7/95-12/95	6.82	14.166	0.97	
FRENCH BLACK BOX (WCM FRANC	7/95-12/95	0.37	14.166	0.05	
WCM CANADA	7/95-12/95	13.41	14.166	1.90	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.62	14.166	0.09	
WCM AUSTRIA	7/95-12/95	4.51	14.166	0.64	
WCM AUSTRALIA	7/95-12/95	16.61	14.166	2.35	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	179.25	14.166	25.39	
WCM GERMANY	7/95-12/95	151.77	14.166	21.50	
WCM ITALY	7/95-12/95	6.05	14.166	0.86	
WCM JAPAN K.K.	7/95-12/95	1056.89	14.166	149.72	
WCM SCANDINAVIA	7/95-12/95	15.64	14.166	2.22	
WCM FRANCE	7/95-12/95	183.58	14.166	26.01	
					387.21 *
<b>BE TRUTHFUL TO ME</b>					
GAMBLE, HUFF, MCFADDEN, WHITEHEAD					
CBS RECORDS /SONY MUSIC	10/95-12/95	26.05	10.625	2.77	
WCM SPAIN	7/95-12/95	3.47	10.625	0.37	
					3.14 *
<b>BUG-A-BOO</b>					
JOHN WHITEHEAD*, GENE MCFADDEN*,					
WCM UK (W)-UNITED KINGDOM	7/95-12/95	1.21	12.750	0.15	
					0.15 *
<b>BUMPIN BOOGIE (PARTS I &amp; II)</b>					
KENNETH GAMBLE, LEON HUFF,					
WCM SPAIN	7/95-12/95	2.88	10.625	0.31	
					0.31 *
<b>COLD COLD WORLD</b>					
VICTOR CARSTARPHEN, GENE MCFADDEN,					
CAPITOL RECORDS INC (DOM)	10/95-12/95	215.05	14.166	30.46	
WCM GERMANY	7/95-12/95	251.44	14.166	35.62	
					66.08 *
<b>CONCENTRATE ON ME</b>					
LEON HUFF, JOHN WHITEHEAD, GENE MCFADDEN					
WCM JAPAN K.K.	7/95-12/95	4.66	14.166	0.66	
					0.66 *
<b>DANCE YOUR TROUBLES AWAY</b>					
VICTOR CARSTARPHEN (VIC), GENE MCFADDEN,					
CBS RECORDS /SONY MUSIC	10/95-12/95	6.37	14.166	0.90	
WCM JAPAN K.K.	7/95-12/95	21.46	14.166	3.04	
					3.94 *



IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
DISCO SHOWDOWN BELL ARCHIE, VICTOR CARSTARPHEN (VIC), WCM BRASIL	10/95-12/95	4.71	12.750	0.60	0.60 *
DON'T FEEL BAD GENE MCFADDEN, JOHN WHITEHEAD, CAPITOL RECORDS INC (DOM)	10/95-12/95	10.03	14.166	1.42	1.42 *
DON'T LET LOVE GET YOU DOWN VICTOR CARSTARPHEN, LEON HUFF, WCM AUSTRIA	7/95-12/95	3.22	12.750	0.41	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	339.64	12.750	43.30	
WCM GERMANY	7/95-12/95	123.13	12.750	15.70	59.41 *
DON'T WALK AWAY MAD GENE MCFADDEN, JOHN WHITEHEAD, WCM SPAIN	7/95-12/95	0.04	31.875	0.01	0.01 *
DO YOU WANT TO DANCE GENE MCFADDEN, JOHN WHITEHEAD, CAPITOL RECORDS INC (DOM)	10/95-12/95 10/95-12/95	3.29 23.88	14.166 14.166	0.47 3.38	3.85 *
EASY EASY GOT TO TAKE IT EASY JOHN WHITEHEAD, GENE MCFADDEN, CAPITOL RECORDS INC (DOM)	10/95-12/95 7/95-12/95	67.01 7.45	14.166 14.166	9.49 1.06	10.55 *
FERRY AVENUE LEON HUFF, GENE MCFADDEN, WCM GERMANY	7/95-12/95	9.35	10.625	0.99	0.99 *
GOT TO CHANGE JERRY COHEN, GENE MCFADDEN, CAPITOL RECORDS INC (DOM)	10/95-12/95 10/95-12/95	2.46 17.92	14.166 14.166	0.35 2.54	2.89 *
I'LL ALWAYS LOVE MY MAMA K.GAMBLE/L.HUFF/G.MCFADDEN/J.WHITEHEAD					
CBS RECORDS /SONY MUSIC	10/95-12/95	91.60	10.625	9.73	
WCM SPAIN	7/95-12/95	7.87	10.625	0.84	
FRENCH BLACK BOX (WCM FRANC	7/95-12/95	0.38	10.625	0.04	
WCM CANADA	7/95-12/95	6.06	10.625	0.64	
ORIGINAL SOUND RECORD	7/95-09/95	490.02	10.625	52.06	
WCM AUSTRIA	7/95-12/95	3.40	10.625	0.36	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	6.80	10.625	0.72	
WCM GERMANY	7/95-12/95	1.52	10.625	0.16	
WCM JAPAN K.K	7/95-12/95	272.91	10.625	29.00	
WCM FRANCE	7/95-12/95	189.97	10.625	20.18	113.73 *
I'LL TRY LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD WCM JAPAN K.K	7/95-12/95	68.80	14.166	9.75	9.75 *
I'VE BEEN PUSHED ASIDE J.WHITEHEAD, G.MCFADDEN, J.COEN CAPITOL RECORDS INC (DOM)	10/95-12/95 10/95-12/95	2.46 17.92	14.166 14.166	0.35 2.54	2.89 *

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>I CAN'T WIN FOR LOSING</b>					
WHITEHEAD, G. MCFADDEN, V. CARSTARPHEN	10/95-12/95	359.83	14.166	50.97	
CBS RECORDS /SONY MUSIC					50.97 *
<b>IF YOU'RE LOOKING FOR SOMEBODY TO L</b>					
GENE MCFADDEN, JOHN WHITEHEAD JR	7/95-12/95	78.67	21.250	16.72	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	63.65	21.250	13.53	
WCM SCANDINAVIA					30.25 *
<b>IF YOU KNOW LIKE I KNOW</b>					
JERRY COHEN, GENE MCFADDEN,	7/95-09/95	0.26	14.166	0.04	
CAPITOL RECORDS INC (DOM)	10/95-12/95	93.21	14.166	13.20	
WCM CANADA	7/95-12/95	14.04	14.166	1.99	15.23 *
<b>IF YOU WANT ME BACK</b>					
LEON HUFF, JOHN WHITEHEAD,	7/95-12/95	0.05	14.166	0.01	
FRENCH BLACK BOX (WCM FRANC	7/95-12/95	23.40	14.166	3.31	
WCM FRANCE					3.32 *
<b>I GOT THE LOVE</b>					
JERRY COHEN, GENE MCFADDEN,	10/95-12/95	2.18	14.166	0.31	
CAPITOL RECORDS INC (DOM)	10/95-12/95	15.68	14.166	2.22	
WCM FRANCE	7/95-12/95	3.98	14.166	0.56	3.09 *
<b>I HEARD IT IN A LOVE SONG</b>					
G. MCFADDEN, J. WHITEHEAD, J. COHEN	10/95-12/95	348.21	14.166	49.33	
CAPITOL RECORDS INC (DOM)	7/95-12/95	8.09	14.166	1.15	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	19.49	14.166	2.76	
WCM GERMANY					53.24 *
<b>I KNOW WHAT I'M GONNA DO</b>					
GENE MCFADDEN, JOHN WHITEHEAD,	10/95-12/95	227.83	14.166	32.27	
CAPITOL RECORDS INC (DOM)					32.27 *
<b>I LOVE YOU BUT YOU DON'T EVEN KNOW</b>					
V CARSTARPHEN, G MCFADDEN, J WHITEHEAD	7/95-12/95	10.74	14.166	1.52	
WCM JAPAN K.K					1.52 *
<b>IS THERE A PLACE FOR ME</b>					
LEON HUFF, GENE MCFADDEN,	10/95-12/95	83.67	14.166	11.85	
CBS RECORDS /SONY MUSIC	7/95-12/95	9.31	14.166	1.32	
WCM JAPAN K.K					13.17 *
<b>IT'S ALL BECAUSE OF A WOMAN</b>					
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD	7/95-12/95	11.46	14.166	1.62	
WCM FRANCE					1.62 *
<b>IT'S HARD NOT TO LIKE YOU</b>					
GENE MCFADDEN, HAROLD PRESTON,	7/95-12/95	93.62	10.625	9.95	
WCM GERMANY					9.95 *
<b>JUST WANNA LOVE YOU BABY</b>					
JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN	10/95-12/95	2.18	14.166	0.31	
CAPITOL RECORDS INC (DOM)	10/95-12/95	15.68	14.166	2.22	
					2.53 *

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>KEEP ON LOVING YOU</b>					
GENE MCFADDEN, JOHN WHITEHEAD, CBS RECORDS /SONY MUSIC	10/95-12/95	29.88	14.166	4.23	
WCM SPAIN	7/95-12/95	4.53	14.166	0.64	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.33	14.166	0.05	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	66.45	14.166	9.41	
WCM GERMANY	7/95-12/95	6.90	14.166	0.98	
WCM ITALY	7/95-12/95	3.25	14.166	0.46	
WCM JAPAN K.K	7/95-12/95	40.63	14.166	5.76	
WCM SCANDINAVIA	7/95-12/95	0.04	14.166	0.01	
					21.54 *
<b>LET'S GO DISCO</b>					
LEON HUFF, JOHN WHITEHEAD, WCM JAPAN K.K	7/95-12/95	10.74	8.500	0.91	
					0.91 *
<b>LET'S GROOVE</b>					
MCFADDEN/WHITEHEAD/CARSTARPHEN/HUFF CBS RECORDS /SONY MUSIC	10/95-12/95	35.99	12.750	4.59	
WCM SPAIN	7/95-12/95	1.10	12.750	0.14	
WCM AUSTRIA	7/95-12/95	6.81	12.750	0.87	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	0.11	12.750	0.01	
					5.61 *
<b>LET'S GROOVE (PART 2)</b>					
VICTOR CARSTARPHEN, LEON HUFF, WCM JAPAN K.K	7/95-12/95	291.68	12.750	37.19	
					37.19 *
<b>LET'S MEND WHAT'S BEEN BROKEN</b>					
G.MCFADDEN, J.WHITEHEAD, J. COHEN ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	4.22	14.166	0.60	
POLYGRAM RECORDS (DOM)	7/95-09/95	219.14	14.166	31.04	
	10/95-12/95	204.10	14.166	28.91	
RCA / BMG MUSIC/ARIOLA DOME	9/95-11/95	284.63	14.166	40.32	
WCM AUSTRIA	7/95-12/95	24.25	14.166	3.44	
WCM AUSTRALIA	7/95-12/95	2.49	14.166	0.35	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	72.89	14.166	10.33	
WCM GERMANY	7/95-12/95	391.62	14.166	55.48	
WCM ITALY	7/95-12/95	41.03	14.166	5.81	
WCM JAPAN K.K	7/95-12/95	16.06	14.166	2.28	
WCM SCANDINAVIA	7/95-12/95	21.10	14.166	2.99	
WCM GREECE	7/89-12/89	2.52	14.166	0.36	
					181.91 *
<b>LET'S STAND TOGETHER</b>					
G. MC FADDEN, J. WHITEHEAD & M. MOORE WCM JAPAN K.K	7/95-12/95	136.39	14.166	19.32	
	7/95-12/95	280.51	14.166	39.74	
					59.06 *
<b>LET LIFE FLOW</b>					
JOHN WHITEHEAD, GENE MCFADDEN, CAPITOL RECORDS INC (DOM)	10/95-12/95	16.72	14.166	2.37	
WCM CANADA	7/95-12/95	6.64	14.166	0.94	
					3.31 *
<b>LET ME LOVE YOU</b>					
JERRY COHEN, GENE MCFADDEN, CAPITOL RECORDS INC (DOM)	10/95-12/95	326.33	14.166	46.23	
WCM CANADA	7/95-12/95	24.75	14.166	3.51	
WCM GERMANY	7/95-12/95	54.58	14.166	7.73	
					57.47 *
<b>LET ME TURN U ON</b>					
GENE MCFADDEN, JOHN WHITEHEAD, CBS RECORDS /SONY MUSIC	10/95-12/95	20.27	10.625	2.15	
	10/95-12/95	40.52	10.625	4.31	

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
(CONTINUED)					
LET ME TURN U ON					
WCM GERMANY	7/95-12/95	51.09	10.625	5.43	
WCM SCANDINAVIA	7/95-12/95	0.94	10.625	0.10	
	7/95-12/95	0.35	10.625	0.04	12.03 *
LISTEN TO THE CLOCK ON THE WALL					
KENNETH GAMBLE, LEON HUFF,					
CBS RECORDS /SONY MUSIC	10/95-12/95	48.18	10.625	5.12	
WCM JAPAN K.K	7/95-12/95	55.08	10.625	5.85	10.97 *
LOVE SHOP					
LEON HUFF, GENE MCFADDEN,					
WCM SPAIN	7/95-12/95	3.74	14.166	0.53	0.53 *
LOVE SONG NUMBER 690 (LIFE'S NO GOO					
GENE MCFADDEN, JOHN WHITEHEAD, JERRY COHEN					
CAPITOL RECORDS INC (DOM)	10/95-12/95	10.03	14.166	1.42	1.42 *
MORE I GET, THE MORE I WANT					
VICTOR CARSTARPHEN, GENE MCFADDEN,					
CAPITOL RECORDS INC (DOM)	10/95-12/95	67.01	14.166	9.49	
CBS RECORDS /SONY MUSIC	10/95-12/95	470.34	14.166	66.63	
WCM SPAIN	7/95-12/95	0.96	14.166	0.14	
WCM CANADA	7/95-12/95	13.98	14.166	1.98	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	2.37	14.166	0.34	
WCM GERMANY	7/95-12/95	4134.28	14.166	585.66	
WCM ITALY	7/95-12/95	23.07	14.166	3.27	
WCM GREECE	7/93-12/93	137.13	14.166	19.43	686.94 *
MR. MUSIC					
JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN					
CAPITOL RECORDS INC (DOM)	10/95-12/95	2.46	14.166	0.35	
	10/95-12/95	17.92	14.166	2.54	2.89 *
MUSIC'S TAKIN' OVER					
JOHN WHITEHEAD, GENE MCFADDEN,					
WCM SPAIN	7/95-12/95	18.26	14.166	2.59	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.40	14.166	0.06	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	12.79	14.166	1.81	
WCM GERMANY	7/95-12/95	12.01	14.166	1.70	
WCM ITALY	7/95-12/95	3.91	14.166	0.55	
WCM JAPAN K.K	7/95-12/95	4.39	14.166	0.62	
WCM SCANDINAVIA	7/95-12/95	3.18	14.166	0.45	7.78 *
NOW IS THE TIME TO DO IT					
VICTOR CARSTARPHEN (VIC), GENE MCFADDEN,					
CBS RECORDS /SONY MUSIC	10/95-12/95	539.90	14.166	76.48	76.48 *
ONE DAY SOON (YOU'LL NEED ME)					
JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN					
CAPITOL RECORDS INC (DOM)	10/95-12/95	19.83	14.166	2.81	2.81 *
PEOPLE KEEP TELLIN' ME					
VICTOR CARSTARPHEN, GENE MCFADDEN,					
CBS RECORDS /SONY MUSIC	10/95-12/95	101.64	14.166	14.40	
WCM JAPAN K.K	7/95-12/95	2.68	14.166	0.38	14.78 *

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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## \*\* MECHANICAL ROYALTIES \*\*

PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>PEOPLE POWER</b>				
J.WHITEHEAD/G.MCFADDEN/V.CARSTARPHEN				
FRENCH BLACK BOX (WCM FRANC 7/95-12/95	2.31	14.166	0.33	
WCM FRANCE 7/95-12/95	1161.71	14.166	164.57	164.90 *
<b>PICK ME UP I'LL DANCE</b>				
J. WHITEHEAD, G. MC FADDEN, R. ROSE				
FRENCH BLACK BOX (WCM FRANC 7/95-12/95	0.30	14.166	0.04	
WCM FRANCE 7/95-12/95	149.15	14.166	21.13	21.17 *
<b>PRAYIN' (A PRAYER FOR EVERYONE)</b>				
GENE MCFADDEN, JOHN WHITEHEAD				
WCM UK (W)-UNITED KINGDOM 7/95-12/95	4.21	21.250	0.89	
WCM SCANDINAVIA 7/95-12/95	4.36	21.250	0.93	1.82 *
<b>PRETTY FLOWER</b>				
VICTOR CARSTARPHEN, GENE MCFADDEN,				
WCM JAPAN K.K 7/95-12/95	10.02	14.166	1.42	
WCM FRANCE 7/95-12/95	10.49	14.166	1.49	2.91 *
<b>RIGHT HERE IS WHERE I WANT TO BE</b>				
JOHN WHITEHEAD, GENE MCFADDEN,				
CBS RECORDS /SONY MUSIC 10/95-12/95	7.11	14.166	1.01	1.01 *
<b>SHE'S ONLY A WOMAN</b>				
VICTOR CARSTARPHEN, GENE MCFADDEN,				
CBS RECORDS /SONY MUSIC 10/95-12/95	117.76	14.166	16.68	
WCM GERMANY 7/95-12/95	90.59	14.166	12.83	
WCM FRANCE 7/95-12/95	14.44	14.166	2.05	31.56 *
<b>SHIFTLESS, SHADY JEALOUS KIND OF PE</b>				
KENNETH GAMBLE, LEON HUFF,				
CBS RECORDS /SONY MUSIC 10/95-12/95	45.13	10.625	4.80	
WCM UK (W)-UNITED KINGDOM 7/95-12/95	9.13	10.625	0.97	
WCM GERMANY 7/95-12/95	0.55	10.625	0.06	
WCM JAPAN K.K 7/95-12/95	63.80	10.625	6.78	12.61 *
<b>SOMEBODY TOLD ME</b>				
KENNETH GAMBLE, JOHN WHITEHEAD,				
CAPITOL RECORDS INC (DOM) 10/95-12/95	76.96	10.625	8.18	
WCM CANADA 7/95-12/95	7.45	10.625	0.79	8.97 *
<b>SOONER YOU GET HERE</b>				
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD				
FRENCH BLACK BOX (WCM FRANC 7/95-12/95	0.06	14.166	0.01	
WCM FRANCE 7/95-12/95	30.67	14.166	4.34	4.35 *
<b>SOUL CITY WALK</b>				
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN				
CBS RECORDS /SONY MUSIC 10/95-12/95	143.91	14.166	20.39	
WCM SPAIN 7/95-12/95	6.15	14.166	0.87	
RHINO RECORDS 4/95-06/95	87.47	14.166	12.39	
WCM UK (W)-UNITED KINGDOM 7/95-12/95	2894.98	14.166	410.10	
WCM JAPAN K.K 7/95-12/95	12.13	14.166	1.72	
WCM GREECE 7/94-12/94	1.74	14.166	0.25	445.72 *
<b>STANDING RIGHT HERE</b>				
J.WHITEHEAD/G.MCFADDEN/V.CARSTARPHEN				



IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>STANDING RIGHT HERE</b>					
WCM UK (W)-UNITED KINGDOM	7/95-12/95	(CONTINUED) 15.24	14.166	2.16	2.16 *
<b>STAY TOGETHER</b>					
VICTOR CARSTARPHEN (VIC), GENE MCFADDEN, MCA RECORDS INC (DOM)	10/95-12/95	22.14	14.166	3.14	3.14 *
<b>STRATEGY</b>					
J.WHITEHEAD, G.MCFADDEN, J.COEN					
CAPITOL RECORDS INC (DOM)	10/95-12/95	105.67	14.166	14.97	
CBS RECORDS /SONY MUSIC	10/95-12/95	9.61	14.166	1.36	
RHINO RECORDS	4/95-06/95	87.47	14.166	12.39	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	7.90	14.166	1.12	29.84 *
<b>STRENGTH OF ONE MAN</b>					
GENE MCFADDEN, JOHN WHITEHEAD,					
CBS RECORDS /SONY MUSIC	10/95-12/95	37.72	14.166	5.34	
WCM SPAIN	7/95-12/95	31.11	14.166	4.41	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.55	14.166	0.08	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	5.29	14.166	0.75	
WCM GERMANY	7/95-12/95	23.38	14.166	3.31	
WCM ITALY	7/95-12/95	5.39	14.166	0.76	
WCM JAPAN K.K	7/95-12/95	5.42	14.166	0.77	
WCM SCANDINAVIA	7/95-12/95	0.31	14.166	0.04	
WCM FRANCE	7/95-12/95	14.70	14.166	2.08	17.54 *
<b>SUMMERTIME AND I'M FEELING MELLOW</b>					
V.CARSTARPHEN/G.MCFADDEN/J.WHITEHEAD					
CBS RECORDS /SONY MUSIC	10/95-12/95	17.30	14.166	2.45	2.45 *
<b>TELL THE WORLD HOW I FEEL ABOUT CHA</b>					
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN					
CBS RECORDS /SONY MUSIC	10/95-12/95	370.29	14.166	52.46	
WCM SPAIN	7/95-12/95	33.00	14.166	4.67	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.36	14.166	0.05	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	35.46	14.166	5.02	
WCM GERMANY	7/95-12/95	7.21	14.166	1.02	
WCM ITALY	7/95-12/95	3.51	14.166	0.50	
WCM JAPAN K.K	7/95-12/95	44.70	14.166	6.33	
WCM SCANDINAVIA	7/95-12/95	0.04	14.166	0.01	70.06 *
<b>THAT LET'S ME KNOW I'M IN LOVE</b>					
GENE MCFADDEN, JOHN WHITEHEAD, J. COHEN					
CAPITOL RECORDS INC (DOM)	10/95-12/95	11.70	14.166	1.66	1.66 *
<b>THIS IS MY SONG</b>					
GENE MCFADDEN, JOHN WHITEHEAD,					
CAPITOL RECORDS INC (DOM)	10/95-12/95	8.83	14.166	1.25	1.25 *
<b>THOSE LIES (DONE CAUGHT UP WITH YOU</b>					
VICTOR CARSTARPHEN (VIC), GENE MCFADDEN,					
CAPITOL RECORDS INC (DOM)	10/95-12/95	74.26	14.166	10.52	
WCM BRASIL	10/95-12/95	4.59	14.166	0.65	11.17 *
<b>TO BE FREE TO BE WHO WE ARE</b>					
GENE MCFADDEN, JOHN WHITEHEAD,					
CBS RECORDS /SONY MUSIC	10/95-12/95	29.88	14.166	4.23	
WCM SPAIN	7/95-12/95	5.19	14.166	0.74	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.47	14.166	0.07	

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>TO BE FREE TO BE WHO WE ARE</b>					
(CONTINUED)					
WCM AUSTRIA	7/95-12/95	4.51	14.166	0.64	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	12.07	14.166	1.71	
WCM GERMANY	7/95-12/95	9.37	14.166	1.33	
WCM ITALY	7/95-12/95	4.56	14.166	0.65	
WCM JAPAN K.K	7/95-12/95	8.16	14.166	1.16	
WCM SCANDINAVIA	7/95-12/95	0.05	14.166	0.01	
					10.54 *
<b>WAKE UP EVERYBODY</b>					
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN					
CBS RECORDS /SONY MUSIC	10/95-12/95	1404.58	14.166	198.97	
CGR PRODUCTIONS	7/95-09/95	252.95	14.166	35.83	
WCM SPAIN	7/95-12/95	37.73	14.166	5.34	
FRENCH BLACK BOX (WCM FRANC	7/95-12/95	0.20	14.166	0.03	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.97	14.166	0.14	
K-TEL INTL (ADVANCE)	12/95-02/96	472.73	14.166	66.97	
K-TEL INTERNATIONAL (USA) I	7/95-09/95	23.72	14.166	3.36	
MECHANICAL COPYRIGHT (FRN)	8/95-10/95	14.46	14.166	2.05	
WCM AUSTRALIA	7/95-12/95	40.03	14.166	5.67	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	1365.37	14.166	193.42	
WCM GERMANY	7/95-12/95	21.99	14.166	3.12	
WCM ITALY	7/95-12/95	9.40	14.166	1.33	
WCM JAPAN K.K	7/95-12/95	551.06	14.166	78.06	
WCM SCANDINAVIA	7/95-12/95	52.17	14.166	7.39	
WCM FRANCE	7/95-12/95	101.34	14.166	14.36	
WCM GREECE	7/93-12/93	226.09	14.166	32.03	
	7/94-12/94	108.59	14.166	15.38	
					663.45 *
<b>WHERE ARE ALL MY FRIENDS</b>					
V.CARSTARPHEN/G.MCFADDEN/J.WHITEHEAD					
CBS RECORDS /SONY MUSIC	10/95-12/95	660.84	14.166	93.61	
WCM SPAIN	7/95-12/95	4.55	14.166	0.64	
WCM CANADA	7/95-12/95	8.89	14.166	1.26	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.45	14.166	0.06	
WCM AUSTRIA	7/95-12/95	4.51	14.166	0.64	
WCM AUSTRALIA	7/95-12/95	5.04	14.166	0.71	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	29.59	14.166	4.19	
WCM GERMANY	7/95-12/95	6.46	14.166	0.92	
WCM ITALY	7/95-12/95	4.41	14.166	0.62	
WCM JAPAN K.K	7/95-12/95	46.51	14.166	6.59	
WCM SCANDINAVIA	7/95-12/95	0.59	14.166	0.08	
WCM FRANCE	7/95-12/95	7.55	14.166	1.07	
					110.39 *
<b>WHERE DID ALL THE LOVIN' GO</b>					
GENE MCFADDEN, JOHN WHITEHEAD,					
WCM GERMANY	7/95-12/95	58.48	14.166	8.28	
					8.28 *
<b>WHERE WILL YOU GO WHEN THE PARTY'S</b>					
GENE MCFADDEN, JOHN WHITEHEAD,					
WCM UK (W)-UNITED KINGDOM	7/95-12/95	41.06	14.166	5.82	
WCM JAPAN K.K	7/95-12/95	0.22	14.166	0.03	
WCM SCANDINAVIA	7/95-12/95	0.35	14.166	0.05	
					5.90 *
<b>WHY OH WHY</b>					
GENE MCFADDEN, JOHN WHITEHEAD, JERRY COHEN					
CAPITOL RECORDS INC (DOM)	10/95-12/95	10.03	14.166	1.42	
WCM SPAIN	7/95-12/95	0.08	14.166	0.01	
					1.43 *
<b>YESTERDAY WE WERE JUST BUDDIES</b>					
VICTOR CARSTARPHEN (VIC), GENE MCFADDEN,					
WCM JAPAN K.K	7/95-12/95	0.40	14.166	0.06	
					0.06 *

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## \*\* MECHANICAL ROYALTIES \*\*

PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>YOU'RE MY SOMEONE TO LOVE</b>				
JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN				
CAPITOL RECORDS INC (DOM) 10/95-12/95	2.18	14.166	0.31	
10/95-12/95	15.68	14.166	2.22	2.53 *
<b>YOUR LOVE IS TAKING ME ON A JOURNEY</b>				
GENE MCFADDEN, JOHN WHITEHEAD JR				
WCM UK (W)-UNITED KINGDOM 7/95-12/95	4.78	21.250	1.02	
WCM SCANDINAVIA 7/95-12/95	29.57	21.250	6.28	7.30 *
MECHANICAL TOTAL				12297.79 **

## \*\* PRINT ROYALTIES \*\*

<b>AIN'T NO STOPPIN' US NOW</b>				
GENE MCFADDEN, JON WHITEHEAD, JERRY				
HAL LEONARD PUBL CORP (DOM) 7/95-12/95	49.45	14.166	7.01	
WCM AUSTRALIA 7/95-12/95	0.63	14.166	0.09	
WCM UK (W)-UNITED KINGDOM 7/95-12/95	7.37	14.166	1.04	8.14 *
<b>BACKSTABBERS</b>				
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD				
CANADIAN PRINT RATES				
WB PRESENTS 70/80 MF9502 2	0.26	4.167	0.01	
CLASIC RHYTHM & BLUES MF9542 15	2.54	4.167	0.11	
IN GONNA MAKE YOU LOVE ME & BST VF1702 1	0.22	4.167	0.01	
PRINT FOREIGN RATES				
CLASIC RHYTHM & BLUES MF9542 204	34.58	4.167	1.44	
DOMESTIC PRINT RATES				
WB PRESENTS 70/80 MF9502 278	35.61	4.167	1.48	
CLASIC RHYTHM & BLUES MF9542 321	54.41	4.167	2.27	
IN GONNA MAKE YOU LOVE ME & BST VF1702 59	12.97	4.167	0.54	
SONG TREASURES FROM THE 70'S VF1740 8	1.73	4.167	0.07	
WCM AUSTRALIA 7/95-12/95	81.92	14.166	11.60	
7/95-12/95	0.60	14.166	0.08	17.61 *
<b>DO YOU WANT TO DANCE</b>				
GENE MCFADDEN, JOHN WHITEHEAD,				
MINDSCAPE(FMRLY SOFTWARETOO 10/95-12/95	21.50	14.166	3.05	3.05 *
<b>WAKE UP EVERYBODY</b>				
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN				
CANADIAN PRINT RATES				
IN GONNA MAKE YOU LOVE ME & BST VF1702 1	0.22	4.167	0.01	
GOLDEN DECADE OF THE 70'S VF1769 2	0.55	4.167	0.02	
PRINT FOREIGN RATES				
WHEN A MAN LOVES A WOMAN & 26 GR VF1838 2	0.55	4.167	0.02	
DOMESTIC PRINT RATES				
IN GONNA MAKE YOU LOVE ME & BST VF1702 59	12.97	4.167	0.54	
SONG TREASURES FROM THE 70'S VF1740 8	1.73	4.167	0.07	
GOLDEN DECADE OF THE 70'S VF1769 50	13.85	4.167	0.58	
WHEN A MAN LOVES A WOMAN & 26 GR VF1838 23	6.37	4.167	0.27	
WCM AUSTRALIA 7/95-12/95	7.08	14.166	1.00	2.51 *
PRINT TOTAL				31.31 **

## \*\* MISCELLANEOUS ROYALTIES \*\*

<b>AIN'T NO STOPPIN' US NOW</b>			
GENE MCFADDEN, JON WHITEHEAD, JERRY			
WCM AUSTRALIA 7/95-12/95	1638.36	14.166	232.09
7/95-12/95	4.48	14.166	0.63



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## \*\* MISCELLANEOUS ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>AIN'T NO STOPPIN' US NOW</b>					
WCM UK (W)-UNITED KINGDOM	7/95-12/95	247.43	14.166	35.05	
	7/95-12/95	304.01	14.166	43.07	
WCM GERMANY	7/95-12/95	2272.88	14.166	321.98	
WORLD WIDE PANTS	2/96-02/96	350.00	14.166	49.58	
					682.40 *
<b>AIN'T NO STOPPIN' (AIN'T NO WAY)</b>					
GENE MCFADDEN, LINDA VITALI, JERRY COHEN					
WCM JAPAN K.K	7/95-12/95	35.38	10.625	3.76	
					3.76 *
<b>BACKSTABBERS</b>					
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD					
PIONEER ENTERTAINMENT (USA)	10/95-12/95	45.00	14.166	6.37	
DAIICHI KOSHO CO LTD	7/95-09/95	3.99	14.166	0.57	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	10.49	14.166	1.49	
WCM JAPAN K.K	7/95-12/95	47.80	14.166	6.77	
					15.20 *
<b>BAD LUCK (PARTS I &amp; II)</b>					
G MCFADDEN, J WHITEHEAD, V CARSTARPHEN					
WCM JAPAN K.K	7/95-12/95	54.59	14.166	7.73	
					7.73 *
<b>DON'T LET LOVE GET YOU DOWN</b>					
VICTOR CARSTARPHEN, LEON HUFF,					
WCM UK (W)-UNITED KINGDOM	7/95-12/95	11.53	12.750	1.47	
					1.47 *
<b>MORE I GET, THE MORE I WANT</b>					
VICTOR CARSTARPHEN, GENE MCFADDEN,					
WCM UK (W)-UNITED KINGDOM	7/95-12/95	16.16	14.166	2.29	
					2.29 *
<b>SOUL CITY WALK</b>					
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN					
WCM UK (W)-UNITED KINGDOM	7/95-12/95	12.79	14.166	1.81	
					1.81 *
<b>WAKE UP EVERYBODY</b>					
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN					
WCM UK (W)-UNITED KINGDOM	7/95-12/95	64.37	14.166	9.12	
					9.12 *
<b>MISCELLANEOUS TOTAL</b>				<b>723.78 **</b>	
<b>STATEMENT TOTAL</b>				<b>13052.88 ***</b>	

MIGHTY THREE MUSIC GROUP  
S U M M A R Y   S T A T E M E N T  
FOR PERIOD JANUARY TO MARCH 1996

4461

JOHN WHITEHEAD JR  
25% BONUS ACCOUNT

✱

TAX ID 166-38-9715

IN ACCOUNT WITH : (14621001) JOHN WHITEHEAD

DATE     REF.

3/31/96 ROYLTS	ROYALTIES FOR PERIOD TO 03/1996	3263.56
3/31/96 TT14621000	TRANSFER OF BALANCE TO MAIN ACCOUNT	3263.56 -

BALANCE THIS PERIOD :            0.00  
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MIGHTY THREE MUSIC GROUP  
R O Y A L T Y S T A T E M E N T  
FOR PERIOD JANUARY TO MARCH 1996

PAYEE : (14621000)  
JOHN WHITEHEAD JR

IN ACCOUNT WITH : (14621001) JOHN WHITEHEAD

PAGE: 1

\*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>AIN'T NO STOPPIN' US NOW</b>					
GENE MCFADDEN, JON WHITEHEAD, JERRY					
CAPITOL RECORDS INC (DOM)	10/95-12/95	3.29	3.542	0.12	
	10/95-12/95	459.00	3.542	16.26	
CBS RECORDS /SONY MUSIC	10/95-12/95	20.26	3.542	0.72	
	10/95-12/95	7453.79	3.542	264.01	
WCM BRASIL	10/95-12/95	16.71	3.542	0.59	
WCM SPAIN	7/95-12/95	2754.06	3.542	97.55	
FONDO MUSICAL LTDA	7/95-12/95	6.71	3.542	0.24	
WCM CANADA	7/95-12/95	2100.60	3.542	74.40	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	96.17	3.542	3.41	
	7/95-12/95	22.17	3.542	0.79	
K-TEL INTERNATIONAL (USA) I	10/95-12/95	7.98	3.542	0.28	
RHINO RECORDS	4/95-06/95	937.07	3.542	33.19	
WCM AUSTRIA	7/95-12/95	574.24	3.542	20.34	
WCM AUSTRALIA	7/95-12/95	1161.34	3.542	41.13	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	21958.05	3.542	777.75	
	7/95-12/95	5.18	3.542	0.18	
WCM GERMANY	7/95-12/95	1926.29	3.542	68.23	
WCM ITALY	7/95-12/95	936.20	3.542	33.16	
	7/95-12/95	215.84	3.542	7.65	
WCM SCANDINAVIA	7/95-12/95	474.31	3.542	16.80	
WCM MEXICO S A DE CV	7/95-12/95	0.49	3.542	0.02	
WCM UK (W)-ISRAEL	7/95-12/95	7.37	3.542	0.26	
WCM UK (W)-SOUTH AFRICA	7/95-12/95	58.05	3.542	2.06	
				1459.14 *	
<b>AIN'T NO STOPPIN' (AIN'T NO WAY)</b>					
GENE MCFADDEN, LINDA VITALI, JERRY COHEN					
WCM BRASIL	10/95-12/95	302.37	2.656	8.03	
WCM SPAIN	7/95-12/95	119.12	2.656	3.16	
WCM AUSTRIA	7/95-12/95	2009.70	2.656	53.38	
WCM GERMANY	7/95-12/95	10606.71	2.656	281.71	
WCM JAPAN K.K	7/95-12/95	1334.59	2.656	35.45	
	7/95-12/95	265.94	2.656	7.06	
WCM SCANDINAVIA	7/95-12/95	228.71	2.656	6.07	
WCM GREECE	7/93-12/93	87.68	2.656	2.33	
	7/94-12/94	3.22	2.656	0.09	
				397.28 *	
<b>ALWAYS ROOM FOR ONE MORE</b>					
G MCFADDEN, J WHITEHEAD, V CARSTARPHEN					
CAPITOL RECORDS INC (DOM)	10/95-12/95	8.83	3.542	0.31	
				0.31 *	
<b>ARE YOU SURE</b>					
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD					
WCM FRANCE	7/95-12/95	26.17	3.542	0.93	
				0.93 *	
<b>BACKSTABBERS</b>					
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD					
PRIORITY RECORDS (ADVANCE)	12/95-12/95	709.09	3.542	25.12	
CBS RECORDS /SONY MUSIC	7/95-09/95	107.15	3.542	3.80	
	10/95-12/95	1074.35	3.542	38.05	
WCM BRASIL	10/95-12/95	5.60	3.542	0.20	
WCM SPAIN	7/95-12/95	59.44	3.542	2.11	
FRENCH BLACK BOX (WCM FRANC	7/95-12/95	1.03	3.542	0.04	
WCM CANADA	7/95-12/95	43.08	3.542	1.53	

IN ACCOUNT WITH : (14621001) JOHN WHITEHEAD

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>BACKSTABBERS</b>					
(CONTINUED)					
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	23.85	3.542	0.84	
MECHANICAL COPYRIGHT (FRN)	8/95-10/95	12.47	3.542	0.44	
RHINO RECORDS	4/94-06/94	591.29	3.542	20.94	
	4/95-06/95	75.53	3.542	2.68	
	7/94-09/94	670.93	3.542	23.76	
S.D.R.M. (FRN)	7/95-09/95	2.94	3.542	0.10	
TRIPLE X ENTERTAINMENT	7/95-09/95	1.34	3.542	0.05	
WCM AUSTRIA	7/95-12/95	229.55	3.542	8.13	
WCM AUSTRALIA	7/95-12/95	27.20	3.542	0.96	
	7/95-12/95	0.37	3.542	0.01	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	1054.55	3.542	37.35	
WCM GERMANY	7/95-12/95	697.20	3.542	24.69	
WCM ITALY	7/95-12/95	232.14	3.542	8.22	
WCM JAPAN K.K	7/95-12/95	1996.73	3.542	70.72	
	7/95-12/95	11.68	3.542	0.41	
WCM SCANDINAVIA	7/95-12/95	9.61	3.542	0.34	
WCM FRANCE	7/95-12/95	516.19	3.542	18.28	
WCM UK (W)-ISRAEL	7/95-12/95	1.97	3.542	0.07	
					288.84 *
<b>BAD LUCK (PARTS I &amp; II)</b>					
G MCFADDEN, J WHITEHEAD, V CARSTARPHEN					
CBS RECORDS /SONY MUSIC	10/95-12/95	266.51	3.542	9.44	
	10/95-12/95	831.26	3.542	29.44	
WCM SPAIN	7/95-12/95	6.82	3.542	0.24	
FRENCH BLACK BOX (WCM FRANC	7/95-12/95	0.37	3.542	0.01	
WCM CANADA	7/95-12/95	13.41	3.542	0.47	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.62	3.542	0.02	
WCM AUSTRIA	7/95-12/95	4.51	3.542	0.16	
WCM AUSTRALIA	7/95-12/95	16.61	3.542	0.59	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	179.25	3.542	6.35	
WCM GERMANY	7/95-12/95	151.77	3.542	5.38	
WCM ITALY	7/95-12/95	6.05	3.542	0.21	
WCM JAPAN K.K	7/95-12/95	1056.89	3.542	37.44	
WCM SCANDINAVIA	7/95-12/95	15.64	3.542	0.55	
WCM FRANCE	7/95-12/95	183.58	3.542	6.50	
					96.80 *
<b>BE TRUTHFUL TO ME</b>					
GAMBLE, HUFF, MCFADDEN, WHITEHEAD					
CBS RECORDS /SONY MUSIC	10/95-12/95	26.05	2.656	0.69	
WCM SPAIN	7/95-12/95	3.47	2.656	0.09	
					0.78 *
<b>BUG-A-BOO</b>					
JOHN WHITEHEAD*, GENE MCFADDEN*,					
WCM UK (W)-UNITED KINGDOM	7/95-12/95	1.21	3.188	0.04	
					0.04 *
<b>BUMPIN BOOGIE (PARTS I &amp; II)</b>					
KENNETH GAMBLE, LEON HUFF,					
WCM SPAIN	7/95-12/95	2.88	2.656	0.08	
					0.08 *
<b>COLD COLD WORLD</b>					
VICTOR CARSTARPHEN, GENE MCFADDEN,					
CAPITOL RECORDS INC (DOM)	10/95-12/95	215.05	3.542	7.62	
WCM GERMANY	7/95-12/95	251.44	3.542	8.91	
					16.53 *
<b>CONCENTRATE ON ME</b>					
LEON HUFF, JOHN WHITEHEAD, GENE MCFADDEN					
WCM JAPAN K.K	7/95-12/95	4.66	3.542	0.17	
					0.17 *
<b>DANCE YOUR TROUBLES AWAY</b>					
VICTOR CARSTARPHEN (VIC), GENE MCFADDEN,					

IN ACCOUNT WITH : (14621001) JOHN WHITEHEAD

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
(CONTINUED)					
DANCE YOUR TROUBLES AWAY					
CBS RECORDS /SONY MUSIC	10/95-12/95	6.37	3.542	0.23	
WCM JAPAN K.K	7/95-12/95	21.46	3.542	0.76	0.99 *
DISCO SHOWDOWN					
BELL ARCHIE, VICTOR CARSTARPHEN (VIC),					
WCM BRASIL	10/95-12/95	4.71	3.188	0.15	0.15 *
DON'T FEEL BAD					
GENE MCFADDEN, JOHN WHITEHEAD,					
CAPITOL RECORDS INC (DOM)	10/95-12/95	10.03	3.542	0.36	0.36 *
DON'T LET LOVE GET YOU DOWN					
VICTOR CARSTARPHEN, LEON HUFF,					
WCM AUSTRIA	7/95-12/95	3.22	3.188	0.10	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	339.64	3.188	10.83	
WCM GERMANY	7/95-12/95	123.13	3.188	3.93	14.86 *
DO YOU WANT TO DANCE					
GENE MCFADDEN, JOHN WHITEHEAD,					
CAPITOL RECORDS INC (DOM)	10/95-12/95	3.29	3.542	0.12	
	10/95-12/95	23.88	3.542	0.85	0.97 *
EASY EASY GOT TO TAKE IT EASY					
JOHN WHITEHEAD, GENE MCFADDEN,					
CAPITOL RECORDS INC (DOM)	10/95-12/95	67.01	3.542	2.37	
WCM CANADA	7/95-12/95	7.45	3.542	0.26	2.63 *
FERRY AVENUE					
LEON HUFF, GENE MCFADDEN,					
WCM GERMANY	7/95-12/95	9.35	2.656	0.25	0.25 *
GOT TO CHANGE					
JERRY COHEN, GENE MCFADDEN,					
CAPITOL RECORDS INC (DOM)	10/95-12/95	2.46	3.542	0.09	
	10/95-12/95	17.92	3.542	0.63	0.72 *
I'LL ALWAYS LOVE MY MAMA					
K.GAMBLE/L.HUFF/G.MCFADDEN/J.WHITEHEAD					
CBS RECORDS /SONY MUSIC	10/95-12/95	91.60	2.656	2.43	
WCM SPAIN	7/95-12/95	7.87	2.656	0.21	
FRENCH BLACK BOX (WCM FRANC	7/95-12/95	0.38	2.656	0.01	
WCM CANADA	7/95-12/95	6.06	2.656	0.16	
ORIGINAL SOUND RECORD	7/95-09/95	490.02	2.656	13.01	
WCM AUSTRIA	7/95-12/95	3.40	2.656	0.09	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	6.80	2.656	0.18	
WCM GERMANY	7/95-12/95	1.52	2.656	0.04	
WCM JAPAN K.K	7/95-12/95	272.91	2.656	7.25	
WCM FRANCE	7/95-12/95	189.97	2.656	5.05	28.43 *
I'LL TRY					
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD					
WCM JAPAN K.K	7/95-12/95	68.80	3.542	2.44	2.44 *
I'VE BEEN PUSHED ASIDE					
J.WHITEHEAD, G.MCFADDEN, J.COEN					
CAPITOL RECORDS INC (DOM)	10/95-12/95	2.46	3.542	0.09	
	10/95-12/95	17.92	3.542	0.63	0.72 *

IN ACCOUNT WITH : (14621001) JOHN WHITEHEAD

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>I CAN'T WIN FOR LOSING</b> WHITEHEAD, G. MCFADDEN, V. CARSTARPHEN CBS RECORDS /SONY MUSIC	10/95-12/95	359.83	3.542	12.75	12.75 *
<b>IF YOU'RE LOOKING FOR SOMEBODY TO L</b> GENE MCFADDEN, JOHN WHITEHEAD JR WCM UK (W)-UNITED KINGDOM WCM SCANDINAVIA	7/95-12/95 7/95-12/95	78.67 63.65	5.313 5.313	4.18 3.38	7.56 *
<b>IF YOU KNOW LIKE I KNOW</b> JERRY COHEN, GENE MCFADDEN, CAPITOL RECORDS INC (DOM) WCM CANADA	7/95-09/95 10/95-12/95 7/95-12/95	0.26 93.21 14.04	3.542 3.542 3.542	0.01 3.30 0.50	3.81 *
<b>IF YOU WANT ME BACK</b> LEON HUFF, JOHN WHITEHEAD, WCM FRANCE	7/95-12/95	23.40	3.542	0.83	0.83 *
<b>I GOT THE LOVE</b> JERRY COHEN, GENE MCFADDEN, CAPITOL RECORDS INC (DOM) WCM FRANCE	10/95-12/95 10/95-12/95 7/95-12/95	2.18 15.68 3.98	3.542 3.542 3.542	0.08 0.56 0.14	0.78 *
<b>I HEARD IT IN A LOVE SONG</b> G. MCFADDEN, J. WHITEHEAD, J. COHEN CAPITOL RECORDS INC (DOM) WCM UK (W)-UNITED KINGDOM WCM GERMANY	10/95-12/95 7/95-12/95 7/95-12/95	348.21 8.09 19.49	3.542 3.542 3.542	12.33 0.29 0.69	13.31 *
<b>I KNOW WHAT I'M GONNA DO</b> GENE MCFADDEN, JOHN WHITEHEAD, CAPITOL RECORDS INC (DOM)	10/95-12/95	227.83	3.542	8.07	8.07 *
<b>I LOVE YOU BUT YOU DON'T EVEN KNOW</b> V. CARSTARPHEN, G. MCFADDEN, J. WHITEHEAD WCM JAPAN K.K.	7/95-12/95	10.74	3.542	0.38	0.38 *
<b>IS THERE A PLACE FOR ME</b> LEON HUFF, GENE MCFADDEN, CBS RECORDS /SONY MUSIC WCM JAPAN K.K.	10/95-12/95 7/95-12/95	83.67 9.31	3.542 3.542	2.96 0.33	3.29 *
<b>IT'S ALL BECAUSE OF A WOMAN</b> LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD WCM FRANCE	7/95-12/95	11.46	3.542	0.41	0.41 *
<b>IT'S HARD NOT TO LIKE YOU</b> GENE MCFADDEN, HAROLD PRESTON, WCM GERMANY	7/95-12/95	93.62	2.656	2.49	2.49 *
<b>JUST WANNA LOVE YOU BABY</b> JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN CAPITOL RECORDS INC (DOM)	10/95-12/95 10/95-12/95	2.18 15.68	3.542 3.542	0.08 0.56	0.64 *



IN ACCOUNT WITH : (14621001) JOHN WHITEHEAD

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>KEEP ON LOVING YOU</b>					
GENE MCFADDEN, JOHN WHITEHEAD,					
CBS RECORDS /SONY MUSIC	10/95-12/95	29.88	3.542	1.06	
WCM SPAIN	7/95-12/95	4.53	3.542	0.16	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.33	3.542	0.01	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	66.45	3.542	2.35	
WCM GERMANY	7/95-12/95	6.90	3.542	0.24	
WCM ITALY	7/95-12/95	3.25	3.542	0.12	
WCM JAPAN K.K	7/95-12/95	40.63	3.542	1.44	
					5.38 *
<b>LET'S GO DISCO</b>					
LEON HUFF, JOHN WHITEHEAD,					
WCM JAPAN K.K	7/95-12/95	10.74	2.125	0.23	
					0.23 *
<b>LET'S GROOVE</b>					
MCFADDEN/WHITEHEAD/CARSTARPHEN/HUFF					
CBS RECORDS /SONY MUSIC	10/95-12/95	35.99	3.188	1.15	
WCM SPAIN	7/95-12/95	1.10	3.188	0.04	
WCM AUSTRIA	7/95-12/95	6.81	3.188	0.22	
					1.41 *
<b>LET'S GROOVE (PART 2)</b>					
VICTOR CARSTARPHEN, LEON HUFF,					
WCM JAPAN K.K	7/95-12/95	291.68	3.188	9.30	
					9.30 *
<b>LET'S MEND WHAT'S BEEN BROKEN</b>					
G.MCFADDEN, J.WHITEHEAD, J. COHEN					
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	4.22	3.542	0.15	
POLYGRAM RECORDS (DOM)	7/95-09/95	219.14	3.542	7.76	
	10/95-12/95	204.10	3.542	7.23	
RCA / BMG MUSIC/ARIOLA DOME	9/95-11/95	284.63	3.542	10.08	
WCM AUSTRIA	7/95-12/95	24.25	3.542	0.86	
WCM AUSTRALIA	7/95-12/95	2.49	3.542	0.09	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	72.89	3.542	2.58	
WCM GERMANY	7/95-12/95	391.62	3.542	13.87	
WCM ITALY	7/95-12/95	41.03	3.542	1.45	
WCM JAPAN K.K	7/95-12/95	16.06	3.542	0.57	
WCM SCANDINAVIA	7/95-12/95	21.10	3.542	0.75	
WCM GREECE	7/89-12/89	2.52	3.542	0.09	
					45.48 *
<b>LET'S STAND TOGETHER</b>					
G. MC FADDEN, J. WHITEHEAD & M. MOORE					
WCM JAPAN K.K	7/95-12/95	136.39	3.542	4.83	
	7/95-12/95	280.51	3.542	9.94	
					14.77 *
<b>LET LIFE FLOW</b>					
JOHN WHITEHEAD, GENE MCFADDEN,					
CAPITOL RECORDS INC (DOM)	10/95-12/95	16.72	3.542	0.59	
WCM CANADA	7/95-12/95	6.64	3.542	0.24	
					0.83 *
<b>LET ME LOVE YOU</b>					
JERRY COHEN, GENE MCFADDEN,					
CAPITOL RECORDS INC (DOM)	10/95-12/95	326.33	3.542	11.56	
WCM CANADA	7/95-12/95	24.75	3.542	0.88	
WCM GERMANY	7/95-12/95	54.58	3.542	1.93	
					14.37 *
<b>LET ME TURN U ON</b>					
GENE MCFADDEN, JOHN WHITEHEAD,					
CBS RECORDS /SONY MUSIC	10/95-12/95	20.27	2.656	0.54	
	10/95-12/95	40.52	2.656	1.08	
WCM GERMANY	7/95-12/95	51.09	2.656	1.36	

IN ACCOUNT WITH : (14621001) JOHN WHITEHEAD

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
(CONTINUED)					
LET ME TURN U ON WCM SCANDINAVIA	7/95-12/95	0.94	2.656	0.02	
	7/95-12/95	0.35	2.656	0.01	3.01 *
LISTEN TO THE CLOCK ON THE WALL KENNETH GAMBLE, LEON HUFF, CBS RECORDS /SONY MUSIC	10/95-12/95	48.18	2.656	1.28	
WCM JAPAN K.K	7/95-12/95	55.08	2.656	1.46	2.74 *
LOVE SHOP LEON HUFF, GENE MCFADDEN, WCM SPAIN	7/95-12/95	3.74	3.542	0.13	0.13 *
LOVE SONG NUMBER 690 (LIFE'S NO 600 GENE MCFADDEN, JOHN WHITEHEAD, JERRY COHEN CAPITOL RECORDS INC (DOM)	10/95-12/95	10.03	3.542	0.36	0.36 *
MORE I GET, THE MORE I WANT VICTOR CARSTARPHEN, GENE MCFADDEN, CAPITOL RECORDS INC (DOM)	10/95-12/95	67.01	3.542	2.37	
CBS RECORDS /SONY MUSIC	10/95-12/95	470.34	3.542	16.66	
WCM SPAIN	7/95-12/95	0.96	3.542	0.03	
WCM CANADA	7/95-12/95	13.98	3.542	0.50	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	2.37	3.542	0.08	
WCM GERMANY	7/95-12/95	4134.28	3.542	146.44	
WCM ITALY	7/95-12/95	23.07	3.542	0.82	
WCM GREECE	7/93-12/93	137.13	3.542	4.86	171.76 *
MR. MUSIC JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN CAPITOL RECORDS INC (DOM)	10/95-12/95	2.46	3.542	0.09	
	10/95-12/95	17.92	3.542	0.63	0.72 *
MUSIC'S TAKIM' OVER JOHN WHITEHEAD, GENE MCFADDEN, WCM SPAIN	7/95-12/95	18.26	3.542	0.65	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.40	3.542	0.01	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	12.79	3.542	0.45	
WCM GERMANY	7/95-12/95	12.01	3.542	0.43	
WCM ITALY	7/95-12/95	3.91	3.542	0.14	
WCM JAPAN K.K	7/95-12/95	4.39	3.542	0.16	
WCM SCANDINAVIA	7/95-12/95	3.18	3.542	0.11	1.95 *
NOW IS THE TIME TO DO IT VICTOR CARSTARPHEN (VIC), GENE MCFADDEN, CBS RECORDS /SONY MUSIC	10/95-12/95	539.90	3.542	19.12	19.12 *
ONE DAY SOON (YOU'LL NEED ME) JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN CAPITOL RECORDS INC (DOM)	10/95-12/95	19.83	3.542	0.70	0.70 *
PEOPLE KEEP TELLIN' ME VICTOR CARSTARPHEN, GENE MCFADDEN, CBS RECORDS /SONY MUSIC	10/95-12/95	101.64	3.542	3.60	
WCM JAPAN K.K	7/95-12/95	2.68	3.542	0.09	3.69 *
PEOPLE POWER J. WHITEHEAD/G. MCFADDEN/V. CARSTARPHEN					



IN ACCOUNT WITH : (14621001) JOHN WHITEHEAD

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## \*\* MECHANICAL ROYALTIES \*\*

PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>PEOPLE POWER</b>				
<b>FRENCH BLACK BOX (WCM FRANC</b>				
7/95-12/95	2.31	3.542	0.08	
WCM FRANCE	1161.71	3.542	41.15	41.23 *
<b>PICK ME UP I'LL DANCE</b>				
<b>J. WHITEHEAD, G. MC FADDEN, R. ROSE</b>				
7/95-12/95	0.30	3.542	0.01	
WCM FRANCE	149.15	3.542	5.28	5.29 *
<b>PRAYIN' (A PRAYER FOR EVERYONE)</b>				
<b>GENE MCFADDEN, JOHN WHITEHEAD</b>				
7/95-12/95	4.21	5.313	0.22	
WCM UK (W)-UNITED KINGDOM	4.36	5.313	0.23	0.45 *
WCM SCANDINAVIA				
<b>PRETTY FLOWER</b>				
<b>VICTOR CARSTARPHEN, GENE MCFADDEN,</b>				
7/95-12/95	10.02	3.542	0.35	
WCM JAPAN K.K	10.49	3.542	0.37	0.72 *
WCM FRANCE				
<b>RIGHT HERE IS WHERE I WANT TO BE</b>				
<b>JOHN WHITEHEAD, GENE MCFADDEN,</b>				
10/95-12/95	7.11	3.542	0.25	0.25 *
CBS RECORDS /SONY MUSIC				
<b>SHE'S ONLY A WOMAN</b>				
<b>VICTOR CARSTARPHEN, GENE MCFADDEN,</b>				
10/95-12/95	117.76	3.542	4.17	
CBS RECORDS /SONY MUSIC	90.59	3.542	3.21	
WCM GERMANY	14.44	3.542	0.51	7.89 *
WCM FRANCE				
<b>SHIFTLESS, SHADY JEALOUS KIND OF PE</b>				
<b>KENNETH GAMBLE, LEON HUFF,</b>				
10/95-12/95	45.13	2.656	1.20	
CBS RECORDS /SONY MUSIC	9.13	2.656	0.24	
WCM UK (W)-UNITED KINGDOM	0.55	2.656	0.01	
WCM GERMANY	63.80	2.656	1.69	3.14 *
WCM JAPAN K.K				
<b>SOMEBODY TOLD ME</b>				
<b>KENNETH GAMBLE, JOHN WHITEHEAD,</b>				
10/95-12/95	76.96	2.656	2.04	
CAPITOL RECORDS INC (DOM)	7.45	2.656	0.20	2.24 *
WCM CANADA				
<b>SOONER YOU GET HERE</b>				
<b>LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD</b>				
7/95-12/95	30.67	3.542	1.09	1.09 *
WCM FRANCE				
<b>SOUL CITY WALK</b>				
<b>G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN</b>				
10/95-12/95	143.91	3.542	5.10	
CBS RECORDS /SONY MUSIC	6.15	3.542	0.22	
WCM SPAIN	87.47	3.542	3.10	
RHINO RECORDS	2894.98	3.542	102.54	
WCM UK (W)-UNITED KINGDOM	12.13	3.542	0.43	
WCM JAPAN K.K	1.74	3.542	0.06	111.45 *
WCM GREECE				
<b>STANDING RIGHT HERE</b>				
<b>J.WHITEHEAD/G.MCFADDEN/V.CARSTARPHEN</b>				
7/95-12/95	15.24	3.542	0.54	0.54 *
WCM UK (W)-UNITED KINGDOM				

IN ACCOUNT WITH : (14621001) JOHN WHITEHEAD

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>STAY TOGETHER</b>					
VICTOR CARSTARPHEN (VIC), GENE MCFADDEN, MCA RECORDS INC (DOM)	10/95-12/95	22.14	3.542	0.78	0.78 *
<b>STRATEGY</b>					
J.WHITEHEAD, G.MCFADDEN, J.COEN					
CAPITOL RECORDS INC (DOM)	10/95-12/95	105.67	3.542	3.74	
CBS RECORDS /SONY MUSIC	10/95-12/95	9.61	3.542	0.34	
RHINO RECORDS	4/95-06/95	87.47	3.542	3.10	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	7.90	3.542	0.28	7.46 *
<b>STRENGTH OF ONE MAN</b>					
GENE MCFADDEN, JOHN WHITEHEAD,					
CBS RECORDS /SONY MUSIC	10/95-12/95	37.72	3.542	1.34	
WCM SPAIN	7/95-12/95	31.11	3.542	1.10	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.55	3.542	0.02	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	5.29	3.542	0.19	
WCM GERMANY	7/95-12/95	23.38	3.542	0.83	
WCM ITALY	7/95-12/95	5.39	3.542	0.19	
WCM JAPAN K.K	7/95-12/95	5.42	3.542	0.19	
WCM SCANDINAVIA	7/95-12/95	0.31	3.542	0.01	
WCM FRANCE	7/95-12/95	14.70	3.542	0.52	4.39 *
<b>SUMMERTIME AND I'M FEELING MELLOW</b>					
V.CARSTARPHEN/G.MCFADDEN/J.WHITEHEAD					
CBS RECORDS /SONY MUSIC	10/95-12/95	17.30	3.542	0.61	0.61 *
<b>TELL THE WORLD HOW I FEEL ABOUT CHA</b>					
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN					
CBS RECORDS /SONY MUSIC	10/95-12/95	370.29	3.542	13.12	
WCM SPAIN	7/95-12/95	33.00	3.542	1.17	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.36	3.542	0.01	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	35.46	3.542	1.26	
WCM GERMANY	7/95-12/95	7.21	3.542	0.26	
WCM ITALY	7/95-12/95	3.51	3.542	0.12	
WCM JAPAN K.K	7/95-12/95	44.70	3.542	1.58	17.52 *
<b>THAT LET'S ME KNOW I'M IN LOVE</b>					
GENE MCFADDEN, JOHN WHITEHEAD, J. COHEN					
CAPITOL RECORDS INC (DOM)	10/95-12/95	11.70	3.542	0.41	0.41 *
<b>THIS IS MY SONG</b>					
GENE MCFADDEN, JOHN WHITEHEAD,					
CAPITOL RECORDS INC (DOM)	10/95-12/95	8.83	3.542	0.31	0.31 *
<b>THOSE LIES (DONE CAUGHT UP WITH YOU)</b>					
VICTOR CARSTARPHEN (VIC), GENE MCFADDEN,					
CAPITOL RECORDS INC (DOM)	10/95-12/95	74.26	3.542	2.63	
WCM BRASIL	10/95-12/95	4.59	3.542	0.16	2.79 *
<b>TO BE FREE TO BE WHO WE ARE</b>					
GENE MCFADDEN, JOHN WHITEHEAD,					
CBS RECORDS /SONY MUSIC	10/95-12/95	29.88	3.542	1.06	
WCM SPAIN	7/95-12/95	5.19	3.542	0.18	
ITALIAN BLACK BOX (WCM ITAL	7/95-12/95	0.47	3.542	0.02	
WCM AUSTRIA	7/95-12/95	4.51	3.542	0.16	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	12.07	3.542	0.43	
WCM GERMANY	7/95-12/95	9.37	3.542	0.33	
WCM ITALY	7/95-12/95	4.56	3.542	0.16	
WCM JAPAN K.K	7/95-12/95	8.16	3.542	0.29	2.63 *

IN ACCOUNT WITH : (14621001) JOHN WHITEHEAD

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## \*\* MECHANICAL ROYALTIES \*\*

PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>WAKE UP EVERYBODY</b>				
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN				
CBS RECORDS /SONY MUSIC 10/95-12/95	1404.58	3.542	49.75	
CGR PRODUCTIONS 7/95-09/95	252.95	3.542	8.96	
WCM SPAIN 7/95-12/95	37.73	3.542	1.34	
FRENCH BLACK BOX (WCM FRANC 7/95-12/95	0.20	3.542	0.01	
ITALIAN BLACK BOX (WCM ITAL 7/95-12/95	0.97	3.542	0.03	
K-TEL INTL (ADVANCE) 12/95-02/96	472.73	3.542	16.74	
K-TEL INTERNATIONAL (USA) I 7/95-09/95	23.72	3.542	0.84	
MECHANICAL COPYRIGHT (FRN) 8/95-10/95	14.46	3.542	0.51	
WCM AUSTRALIA 7/95-12/95	40.03	3.542	1.42	
WCM UK (W)-UNITED KINGDOM 7/95-12/95	1365.37	3.542	48.36	
WCM GERMANY 7/95-12/95	21.99	3.542	0.78	
WCM ITALY 7/95-12/95	9.40	3.542	0.33	
WCM JAPAN K.K 7/95-12/95	551.06	3.542	19.52	
WCM SCANDINAVIA 7/95-12/95	52.17	3.542	1.85	
WCM FRANCE 7/95-12/95	101.34	3.542	3.59	
WCM GREECE 7/93-12/93	226.09	3.542	8.01	
7/94-12/94	108.59	3.542	3.85	
				165.89 *
<b>WHERE ARE ALL MY FRIENDS</b>				
V.CARSTARPHEN/G.MCFADDEN/J.WHITEHEAD				
CBS RECORDS /SONY MUSIC 10/95-12/95	660.84	3.542	23.41	
WCM SPAIN 7/95-12/95	4.55	3.542	0.16	
WCM CANADA 7/95-12/95	8.89	3.542	0.31	
ITALIAN BLACK BOX (WCM ITAL 7/95-12/95	0.45	3.542	0.02	
WCM AUSTRIA 7/95-12/95	4.51	3.542	0.16	
WCM AUSTRALIA 7/95-12/95	5.04	3.542	0.18	
WCM UK (W)-UNITED KINGDOM 7/95-12/95	29.59	3.542	1.05	
WCM GERMANY 7/95-12/95	6.46	3.542	0.23	
WCM ITALY 7/95-12/95	4.41	3.542	0.16	
WCM JAPAN K.K 7/95-12/95	46.51	3.542	1.65	
WCM SCANDINAVIA 7/95-12/95	0.59	3.542	0.02	
WCM FRANCE 7/95-12/95	7.55	3.542	0.27	
				27.62 *
<b>WHERE DID ALL THE LOVIN' GO</b>				
GENE MCFADDEN, JOHN WHITEHEAD,				
WCM GERMANY 7/95-12/95	58.48	3.542	2.07	
				2.07 *
<b>WHERE WILL YOU GO WHEN THE PARTY'S</b>				
GENE MCFADDEN, JOHN WHITEHEAD,				
WCM UK (W)-UNITED KINGDOM 7/95-12/95	41.06	3.542	1.45	
WCM JAPAN K.K 7/95-12/95	0.22	3.542	0.01	
WCM SCANDINAVIA 7/95-12/95	0.35	3.542	0.01	
				1.47 *
<b>WHY OH WHY</b>				
GENE MCFADDEN, JOHN WHITEHEAD, JERRY COHEN				
CAPITOL RECORDS INC (DOM) 10/95-12/95	10.03	3.542	0.36	
				0.36 *
<b>YESTERDAY WE WERE JUST BUDDIES</b>				
VICTOR CARSTARPHEN (VIC), GENE MCFADDEN,				
WCM JAPAN K.K 7/95-12/95	0.40	3.542	0.01	
				0.01 *
<b>YOU'RE MY SOMEONE TO LOVE</b>				
JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN				
CAPITOL RECORDS INC (DOM) 10/95-12/95	2.18	3.542	0.08	
10/95-12/95	15.68	3.542	0.56	
				0.64 *
<b>YOUR LOVE IS TAKING ME ON A JOURNEY</b>				
GENE MCFADDEN, JOHN WHITEHEAD JR				
WCM UK (W)-UNITED KINGDOM 7/95-12/95	4.78	5.313	0.25	

IN ACCOUNT WITH : (14621001) JOHN WHITEHEAD

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
YOUR LOVE IS TAKING ME ON A JOURNEY		(CONTINUED)			
WCM SCANDINAVIA	7/95-12/95	29.57	5.313	1.57	1.82 *
MECHANICAL TOTAL					3074.76 **

## \*\* PRINT ROYALTIES \*\*

AIN'T NO STOPPIN' US NOW					
GENE MCFADDEN, JON WHITEHEAD, JERRY					
HAL LEONARD PUBL CORP (DOM)	7/95-12/95	49.45	3.542	1.75	
WCM AUSTRALIA	7/95-12/95	0.63	3.542	0.02	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	7.37	3.542	0.26	2.03 *

## BACKSTABBERS

LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD					
CANADIAN PRINT RATES					
CLASIC RHYTHM & BLUES	MF9542	15	2.54	1.041	0.03
PRINT FOREIGN RATES					
CLASIC RHYTHM & BLUES	MF9542	204	34.58	1.041	0.36
DOMESTIC PRINT RATES					
WB PRESENTS 70/80	MF9502	278	35.61	1.041	0.37
CLASIC RHYTHM & BLUES	MF9542	321	54.41	1.041	0.57
IM GONNA MAKE YOU LOVE ME & BST	VF1702	59	12.97	1.041	0.14
SONG TREASURES FROM THE 70'S	VF1740	8	1.73	1.041	0.02
WCM AUSTRALIA	7/95-12/95	81.92	3.542	2.90	
	7/95-12/95	0.60	3.542	0.02	4.41 *

## DO YOU WANT TO DANCE

GENE MCFADDEN, JOHN WHITEHEAD,					
MINDSCAPE(FMRLY SOFTWARETOO	10/95-12/95	21.50	3.542	0.76	0.76 *

## WAKE UP EVERYBODY

G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN					
CANADIAN PRINT RATES					
GOLDEN DECADE OF THE 70'S	VF1769	2	0.55	1.041	0.01
PRINT FOREIGN RATES					
WHEN A MAN LOVES A WOMAN & 26 GR	VF1838	2	0.55	1.041	0.01
DOMESTIC PRINT RATES					
IM GONNA MAKE YOU LOVE ME & BST	VF1702	59	12.97	1.041	0.14
SONG TREASURES FROM THE 70'S	VF1740	8	1.73	1.041	0.02
GOLDEN DECADE OF THE 70'S	VF1769	50	13.85	1.041	0.14
WHEN A MAN LOVES A WOMAN & 26 GR	VF1838	23	6.37	1.041	0.07
WCM AUSTRALIA	7/95-12/95	7.08	3.542	0.25	0.64 *
PRINT TOTAL					7.84 **

## \*\* MISCELLANEOUS ROYALTIES \*\*

AIN'T NO STOPPIN' US NOW					
GENE MCFADDEN, JON WHITEHEAD, JERRY					
WCM AUSTRALIA	7/95-12/95	1638.36	3.542	58.03	
	7/95-12/95	4.48	3.542	0.16	
WCM UK (W)-UNITED KINGDOM	7/95-12/95	247.43	3.542	8.76	
	7/95-12/95	304.01	3.542	10.77	
WCM GERMANY	7/95-12/95	2272.88	3.542	80.51	
WORLD WIDE PANTS	2/96-02/96	350.00	3.542	12.40	170.63 *

## AIN'T NO STOPPIN' (AIN'T NO WAY)

GENE MCFADDEN, LINDA VITALI, JERRY COHEN					
WCM JAPAN K.K	7/95-12/95	35.38	2.656	0.94	0.94 *

IN ACCOUNT WITH : (14621001) JOHN WHITEHEAD

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## \*\* MISCELLANEOUS ROYALTIES \*\*

PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>BACKSTABBERS</b>				
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD				
PIDNEER ENTERTAINMENT (USA) 10/95-12/95	45.00	3.542	1.59	
DAIICHI KOSHO CO LTD 7/95-09/95	3.99	3.542	0.14	
WCM UK (W)-UNITED KINGDOM 7/95-12/95	10.49	3.542	0.37	
WCM JAPAN K.K 7/95-12/95	47.80	3.542	1.69	3.79 *
<b>BAD LUCK (PARTS I &amp; II)</b>				
G MCFADDEN, J WHITEHEAD, V CARSTARPHEN				
WCM JAPAN K.K 7/95-12/95	54.59	3.542	1.93	1.93 *
<b>DON'T LET LOVE GET YOU DOWN</b>				
VICTOR CARSTARPHEN, LEON HUFF,				
WCM UK (W)-UNITED KINGDOM 7/95-12/95	11.53	3.188	0.37	0.37 *
<b>MORE I GET, THE MORE I WANT</b>				
VICTOR CARSTARPHEN, GENE MCFADDEN,				
WCM UK (W)-UNITED KINGDOM 7/95-12/95	16.16	3.542	0.57	0.57 *
<b>SOUL CITY WALK</b>				
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN				
WCM UK (W)-UNITED KINGDOM 7/95-12/95	12.79	3.542	0.45	0.45 *
<b>WAKE UP EVERYBODY</b>				
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN				
WCM UK (W)-UNITED KINGDOM 7/95-12/95	64.37	3.542	2.28	2.28 *
<b>MISCELLANEOUS TOTAL</b>			<b>180.96 **</b>	
<b>STATEMENT TOTAL</b>			<b>3263.56 ***</b>	



JOHN WHITEHEAD  
7815 DEER RUN ROAD  
LAVEROCK, PA 19118

IN ACCOUNT WITH : 14621000000 14621000001 14621001000

- COURTESY COPY ONLY -  
NO CHECK ENCLOSED

MIGHTY THREE MUSIC GROUP  
S U M M A R Y   S T A T E M E N T  
FOR PERIOD OCTOBER TO DECEMBER 1995

3966

JOHN WHITEHEAD JR  
C/O MARY WHITEHEAD  
7815 DEER RUN RD  
LAVEROCK, PA 19118

✖

TAX ID 166-38-9715

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

DATE      REF.

1/22/96	AUPAYH	PAYMENT MADE TO HEIRS	6211.63 -
12/31/95	ROYLTS	ROYALTIES FOR PERIOD TO 12/1995	4969.19
12/31/95	TF14621001	ROYALTY JOHN WHITEHEAD	1242.44

BALANCE THIS PERIOD :      0.00

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MIGHTY THREE MUSIC GROUP  
R O Y A L T Y   S T A T E M E N T  
FOR PERIOD OCTOBER TO DECEMBER 1995

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>AIN'T NO STOPPIN' US NOW</b>					
G.MCFADDEN, J.WHITEHEAD & J.COHEN					
CAPITOL RECORDS INC (DOM)	7/95-09/95	14.89	14.166	2.11	
	7/95-09/95	404.69	14.166	57.33	
CBS RECORDS /SONY MUSIC	7/95-09/95	6616.27	14.166	937.26	
WCM BRASIL	6/95-09/95	43.30	14.166	6.13	
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	2.02	14.166	0.29	
K-TEL INTL (ADVANCE)	9/95-09/95	481.39	14.166	68.19	
RELATIVITY RECORDINGS (ADVA	10/95-10/95	1650.00	14.166	233.74	
RHINO RECORDS	7/95-09/95	584.16	14.166	82.75	
WARNER MUSIC PUBL - HONG KO	1/95-06/95	175.49	14.166	24.86	
	1/95-06/95	1.94	14.166	0.27	
					1412.93 *
<b>AIN'T NO STOPPIN' (AIN'T NO WAY)</b>					
GENE MCFADDEN, LINDA VITALI, JERRY COHEN.					
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	1614.16	10.625	171.50	
					171.50 *
<b>ALWAYS ROOM FOR ONE MORE</b>					
G MCFADDEN, J WHITEHEAD, V CARSTARPHEN					
CAPITOL RECORDS INC (DOM)	7/95-09/95	33.89	14.166	4.80	
					4.80 *
<b>BACKSTABBERS</b>					
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD					
CBS RECORDS /SONY MUSIC	7/95-09/95	1566.17	14.166	221.86	
WCM BRASIL	6/95-09/95	8.11	14.166	1.15	
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	87.81	14.166	12.44	
RHINO RECORDS	1/94-03/94	393.63	14.166	55.76	
	4/95-06/95	895.48	14.166	126.85	
	7/95-09/95	67.54	14.166	9.57	
RYKODISC INC	10/94-12/94	55.45	14.166	7.86	
TRIPLE X ENTERTAINMENT	4/95-06/95	0.54	14.166	0.08	
WARNER MUSIC PUBL - HONG KO	1/95-06/95	1.46	14.166	0.21	
WARNER SPECIAL PRODUCTS	7/95-09/95	1883.43	14.166	266.81	
					702.59 *
<b>BAD LUCK (PARTS I &amp; II)</b>					
G MCFADDEN, J WHITEHEAD, V CARSTARPHEN					
CBS RECORDS /SONY MUSIC	7/95-09/95	5036.29	14.166	713.44	
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	0.70	14.166	0.10	
S.D.R.M. (FRN)	4/95-06/95	41.64	14.166	5.90	
					719.44 *
<b>BE TRUTHFUL TO ME</b>					
GAMBLE, HUFF, MCFADDEN, WHITEHEAD					
CBS RECORDS /SONY MUSIC	7/95-09/95	35.85	10.625	3.81	
					3.81 *
<b>COLD COLD WORLD</b>					
VICTOR CARSTARPHEN, GENE MCFADDEN,					
CAPITOL RECORDS INC (DOM)	7/95-09/95	312.52	14.166	44.27	
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	35.36	14.166	5.01	
					49.28 *
<b>COME WITH ME (LET'S JOIN TOGETHER)</b>					
GENE MCFADDEN, JOHN WHITEHEAD, J. COHEN					
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	0.04	14.166	0.01	
					0.01 *

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>DANCE YOUR TROUBLES AWAY</b> VICTOR CARSTARPHEN (VIC), GENE MCFADDEN, CBS RECORDS /SONY MUSIC 7/95-09/95		6.33	14.166	0.90	0.90 *
<b>DISCO SHOWDOWN</b> BELL ARCHIE, VICTOR CARSTARPHEN (VIC), WCM BRASIL 6/95-09/95		43.86	12.750	5.59	5.59 *
<b>DON'T FEEL BAD</b> GENE MCFADDEN, JOHN WHITEHEAD, CAPITOL RECORDS INC (DOM) 7/95-09/95		38.47	14.166	5.45	5.45 *
<b>DON'T LET LOVE GET YOU DOWN</b> VICTOR CARSTARPHEN, LEON HUFF, GERMAN BLACK BOX (WCM GERMA 1/95-06/95 POLYGRAM RECORDS (DOM) 7/95-09/95		2.06 7.69	12.750 12.750	0.26 0.98	1.24 *
<b>DO YOU WANT TO DANCE</b> GENE MCFADDEN, JOHN WHITEHEAD, CAPITOL RECORDS INC (DOM) 7/95-09/95 7/95-09/95		14.89 47.58	14.166 14.166	2.11 6.74	8.85 *
<b>EASY EASY GOT TO TAKE IT EASY</b> JOHN WHITEHEAD, GENE MCFADDEN, CAPITOL RECORDS INC (DOM) 7/95-09/95		82.87	14.166	11.74	11.74 *
<b>GOT TO CHANGE</b> JERRY COHEN, GENE MCFADDEN, CAPITOL RECORDS INC (DOM) 7/95-09/95 7/95-09/95		11.16 35.69	14.166 14.166	1.58 5.06	6.64 *
<b>I'LL ALWAYS LOVE MY MAMA</b> K.GAMBLE/L.HUFF/G.MCFADDEN/J.WHITEHEAD CBS RECORDS /SONY MUSIC 7/95-09/95 ORIGINAL SOUND RECORD 1/95-03/95 4/95-06/95		126.78 1108.29 496.46	10.625 10.625 10.625	13.47 117.76 52.75	183.98 *
<b>I'VE BEEN PUSHED ASIDE</b> J.WHITEHEAD, G.MCFADDEN, J.COEN CAPITOL RECORDS INC (DOM) 7/95-09/95 7/95-09/95		11.16 35.69	14.166 14.166	1.58 5.06	6.64 *
<b>I APOLOGIZE</b> LEON HUFF, JOHN WHITEHEAD, GENE MCFADDEN WARNER MUSIC PUBL - HONG KO 1/95-06/95		0.75	14.166	0.11	0.11 *
<b>I CAN'T WIN FOR LOSING</b> WHITEHEAD, G. MCFADDEN, V.CARSTARPHEN CBS RECORDS /SONY MUSIC 7/95-09/95		939.25	14.166	133.05	133.05 *
<b>IF YOU KNOW LIKE I KNOW</b> JERRY COHEN, GENE MCFADDEN, CAPITOL RECORDS INC (DOM) 4/95-06/95 7/95-09/95		0.34 135.44	14.166 14.166	0.05 19.19	19.24 *

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>I GOT THE LOVE</b>					
JERRY COHEN, GENE MCFADDEN, CAPITOL RECORDS INC (DOM)	7/95-09/95	9.81	14.166	1.39	
	7/95-09/95	31.16	14.166	4.41	5.80 *
<b>I HEARD IT IN A LOVE SONG</b>					
G.MCFADDEN, J.WHITEHEAD, J.COHEN CAPITOL RECORDS INC (DOM)	7/95-09/95	276.07	14.166	39.11	
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	0.74	14.166	0.10	39.21 *
<b>I KNOW WHAT I'M GONNA DO</b>					
GENE MCFADDEN, JOHN WHITEHEAD, CAPITOL RECORDS INC (DOM)	7/95-09/95	1079.01	14.166	152.85	152.85 *
<b>IS THERE A PLACE FOR ME</b>					
LEON HUFF, GENE MCFADDEN, CBS RECORDS /SONY MUSIC	7/95-09/95	73.53	14.166	10.42	10.42 *
<b>IT'S ALL BECAUSE OF A WOMAN</b>					
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD GERMAN BLACK BOX (WCM GERMA	1/95-06/95	0.46	14.166	0.07	0.07 *
<b>JUST WANNA LOVE YOU BABY</b>					
JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN CAPITOL RECORDS INC (DOM)	7/95-09/95	9.81	14.166	1.39	
	7/95-09/95	31.16	14.166	4.41	5.80 *
<b>KEEP ON LOVING YOU</b>					
GENE MCFADDEN, JOHN WHITEHEAD, CBS RECORDS /SONY MUSIC	7/95-09/95	35.25	14.166	4.99	
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	0.88	14.166	0.12	
WARNER MUSIC PUBL - HONG KO	1/95-06/95	0.09	14.166	0.01	5.12 *
<b>LET'S GROOVE</b>					
MCFADDEN/WHITEHEAD/CARSTARPHEN/HUFF CBS RECORDS /SONY MUSIC	7/95-09/95	16.14	12.750	2.06	
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	1.10	12.750	0.14	2.20 *
<b>LET'S MEND WHAT'S BEEN BROKEN</b>					
G.MCFADDEN, J.WHITEHEAD, J. COHEN BMG MUSIC (SEE RCA RECORDS)	6/95-08/95	436.04	14.166	61.77	
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	17.64	14.166	2.50	
WARNER MUSIC PUBL - HONG KO	1/95-06/95	2.02	14.166	0.29	64.56 *
<b>LET LIFE FLOW</b>					
JOHN WHITEHEAD, GENE MCFADDEN, CAPITOL RECORDS INC (DOM)	7/95-09/95	23.35	14.166	3.31	3.31 *
<b>LET ME LOVE YOU</b>					
JERRY COHEN, GENE MCFADDEN, CAPITOL RECORDS INC (DOM)	7/95-09/95	373.95	14.166	52.97	52.97 *
<b>LET ME TURN U ON</b>					
GENE MCFADDEN, JOHN WHITEHEAD, CBS RECORDS /SONY MUSIC	7/95-09/95	11.32	10.625	1.20	1.20 *

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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## \*\* MECHANICAL ROYALTIES \*\*

PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
LISTEN TO THE CLOCK ON THE WALL KENNETH GAMBLE, LEON HUFF, CBS RECORDS /SONY MUSIC 7/95-09/95	49.22	10.625	5.23	5.23 *
LOVE SONG NUMBER 690 (LIFE'S NO GOO GENE MCFADDEN, JOHN WHITEHEAD, JERRY COHEN CAPITOL RECORDS INC (DOM) 7/95-09/95	38.47	14.166	5.45	5.45 *
MORE I GET, THE MORE I WANT VICTOR CARSTARPHEN, GENE MCFADDEN, CAPITOL RECORDS INC (DOM) 7/95-09/95	82.87	14.166	11.74	
CBS RECORDS /SONY MUSIC 7/95-09/95	1010.78	14.166	143.19	
GERMAN BLACK BOX (WCM GERMA 1/95-06/95	1.62	14.166	0.23	155.16 *
MR. MUSIC JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN CAPITOL RECORDS INC (DOM) 7/95-09/95	11.16	14.166	1.58	
7/95-09/95	35.69	14.166	5.06	6.64 *
MUSIC'S TAKIN' OVER JOHN WHITEHEAD, GENE MCFADDEN, GERMAN BLACK BOX (WCM GERMA 1/95-06/95	0.56	14.166	0.08	0.08 *
NOW IS THE TIME TO DO IT VICTOR CARSTARPHEN (VIC), GENE MCFADDEN, CBS RECORDS /SONY MUSIC 7/95-09/95	1056.37	14.166	149.65	149.65 *
ONE DAY SOON (YOU'LL NEED ME) JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN CAPITOL RECORDS INC (DOM) 7/95-09/95	44.26	14.166	6.27	6.27 *
PEOPLE KEEP TELLIN' ME VICTOR CARSTARPHEN, GENE MCFADDEN, CBS RECORDS /SONY MUSIC 7/95-09/95	114.30	14.166	16.19	16.19 *
PEOPLE POWER J.WHITEHEAD/G.MCFADDEN/V.CARSTARPHEN S.D.R.M. (FRN) 4/95-06/95	53.36	14.166	7.56	7.56 *
PRETTY FLOWER VICTOR CARSTARPHEN, GENE MCFADDEN, S.D.R.M. (FRN) 4/95-06/95	1.55	14.166	0.22	0.22 *
RIGHT HERE IS WHERE I WANT TO BE JOHN WHITEHEAD, GENE MCFADDEN, CBS RECORDS /SONY MUSIC 7/95-09/95	9.30	14.166	1.32	1.32 *
SHE'S ONLY A WOMAN VICTOR CARSTARPHEN, GENE MCFADDEN, CBS RECORDS /SONY MUSIC 7/95-09/95	187.21	14.166	26.52	26.52 *
SHIFTLESS, SHADY JEALOUS KIND OF PE KENNETH GAMBLE, LEON HUFF, CBS RECORDS /SONY MUSIC 7/95-09/95	33.57	10.625	3.57	3.57 *

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>SOMEBODY TOLD ME</b>					
KENNETH GAMBLE, JOHN WHITEHEAD, CAPITOL RECORDS INC (DOM)	7/95-09/95	95.17	10.625	10.11	10.11 *
<b>SOUL CITY WALK</b>					
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN					
CBS RECORDS /SONY MUSIC	7/95-09/95	130.95	14.166	18.55	
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	0.51	14.166	0.07	
RHINO RECORDS	7/95-09/95	86.60	14.166	12.27	
WARNER MUSIC PUBL - HONG KO	1/95-06/95	2.30	14.166	0.33	31.22 *
<b>STAY TOGETHER</b>					
VICTOR CARSTARPHEN (VIC), GENE MCFADDEN, MCA RECORDS INC (DOM)	7/95-09/95	12.40	14.166	1.76	1.76 *
<b>STRATEGY</b>					
J.WHITEHEAD, G.MCFADDEN, J.COEN					
CAPITOL RECORDS INC (DOM)	7/95-09/95	106.38	14.166	15.07	
CBS RECORDS /SONY MUSIC	7/95-09/95	12.55	14.166	1.78	
RHINO RECORDS	7/95-09/95	86.60	14.166	12.27	29.12 *
<b>STRENGTH OF ONE MAN</b>					
GENE MCFADDEN, JOHN WHITEHEAD, CBS RECORDS /SONY MUSIC	7/95-09/95	26.36	14.166	3.73	
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	0.70	14.166	0.10	3.83 *
<b>TELL THE WORLD HOW I FEEL ABOUT CHA</b>					
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN					
CBS RECORDS /SONY MUSIC	7/95-09/95	616.46	14.166	87.33	
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	0.25	14.166	0.04	
WARNER MUSIC PUBL - HONG KO	1/95-06/95	0.09	14.166	0.01	87.38 *
<b>THAT LET'S ME KNOW I'M IN LOVE</b>					
GENE MCFADDEN, JOHN WHITEHEAD, J. COHEN CAPITOL RECORDS INC (DOM)	7/95-09/95	44.87	14.166	6.36	6.36 *
<b>THIS IS MY SONG</b>					
GENE MCFADDEN, JOHN WHITEHEAD, CAPITOL RECORDS INC (DOM)	7/95-09/95	33.89	14.166	4.80	4.80 *
<b>THOSE LIES (DONE CAUGHT UP WITH YOU</b>					
VICTOR CARSTARPHEN (VIC), GENE MCFADDEN, CAPITOL RECORDS INC (DOM)	7/95-09/95	71.81	14.166	10.17	
WCM BRASIL	6/95-09/95	38.53	14.166	5.46	15.63 *
<b>TO BE FREE TO BE WHO WE ARE</b>					
GENE MCFADDEN, JOHN WHITEHEAD, CBS RECORDS /SONY MUSIC	7/95-09/95	35.25	14.166	4.99	
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	0.32	14.166	0.05	
WARNER MUSIC PUBL - HONG KO	1/95-06/95	0.09	14.166	0.01	5.05 *
<b>WAKE UP EVERYBODY</b>					
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN					
CBS RECORDS /SONY MUSIC	7/95-09/95	2499.99	14.166	354.15	
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	44.90	14.166	6.36	
K-TEL INTERNATIONAL (USA) I	4/95-06/95	27.03	14.166	3.83	
WARNER MUSIC PUBL - HONG KO	1/95-06/95	200.35	14.166	28.38	
	1/95-06/95	52.58	14.166	7.45	400.17 *

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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## \*\* MECHANICAL ROYALTIES \*\*

PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>WHERE ARE ALL MY FRIENDS</b>				
V.CARSTARPHEN/G.MCFADDEN/J.WHITEHEAD				
CBS RECORDS /SONY MUSIC 7/95-09/95	788.11	14.166	111.64	
GERMAN BLACK BOX (WCM GERMA 1/95-06/95	0.25	14.166	0.04	
WARNER MUSIC PUBL - HONG KO 1/95-06/95	0.09	14.166	0.01	111.69 *
<b>WHERE WILL YOU GO WHEN THE PARTY'S</b>				
GENE MCFADDEN, JOHN WHITEHEAD,				
WARNER MUSIC PUBL - HONG KO 1/95-06/95	1.13	14.166	0.16	
1/95-06/95	1.69	14.166	0.24	0.40 *
<b>WHY OH WHY</b>				
GENE MCFADDEN, JOHN WHITEHEAD, JERRY COHEN				
CAPITOL RECORDS INC (DOM) 7/95-09/95	38.47	14.166	5.45	5.45 *
<b>YOU'RE MY SOMEONE TO LOVE</b>				
JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN				
CAPITOL RECORDS INC (DOM) 7/95-09/95	9.81	14.166	1.39	
7/95-09/95	31.16	14.166	4.41	5.80 *
			MECHANICAL TOTAL	4893.93 **

## \*\* PRINT ROYALTIES \*\*

<b>AIN'T NO STOPPIN' US NOW</b>				
G.MCFADDEN, J.WHITEHEAD & J.COEN				
HAL LEONARD PUBL CORP (DOM) 1/95-06/95	263.64	14.166	37.35	37.35 *
<b>BACKSTABBERS</b>				
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD				
CANADIAN PRINT RATES				
WB PRESENTS 70/80 MF9502 3	0.38	4.167	0.02	
CLASIC RHYTHM & BLUES MF9542 60	10.17	4.167	0.42	
PRINT FOREIGN RATES				
CLASIC RHYTHM & BLUES MF9542 239	40.51	4.167	1.69	
DOMESTIC PRINT RATES				
WB PRESENTS 70/80 MF9502 330	42.27	4.167	1.76	
CLASIC RHYTHM & BLUES MF9542 454	76.95	4.167	3.21	
IM GONNA MAKE YOU LOVE ME & BST VF1702 57	12.53	4.167	0.52	
SONG TREASURES FROM THE 70'S VF1740 3	0.65	4.167	0.03	7.65 *
<b>DO YOU WANT TO DANCE</b>				
GENE MCFADDEN, JOHN WHITEHEAD,				
MINDSCAPE(FMRLY SOFTWARETOO 7/95-09/95	12.50	14.166	1.77	1.77 *
<b>WAKE UP EVERYBODY</b>				
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN				
CANADIAN PRINT RATES				
GOLDEN DECADE OF THE 70'S VF1769 3	0.83	4.167	0.03	
PRINT FOREIGN RATES				
GOLDEN DECADE OF THE 70'S VF1769 3	0.83	4.167	0.03	
WHEN A MAN LOVES A WOMAN & 26 GR VF1838 6	1.66	4.167	0.07	
DOMESTIC PRINT RATES				
IM GONNA MAKE YOU LOVE ME & BST VF1702 57	12.53	4.167	0.52	
SONG TREASURES FROM THE 70'S VF1740 3	0.65	4.167	0.03	
GOLDEN DECADE OF THE 70'S VF1769 32	8.86	4.167	0.37	
WHEN A MAN LOVES A WOMAN & 26 GR VF1838 13	3.60	4.167	0.15	1.20 *
			PRINT TOTAL	47.97 **

## \*\* MISCELLANEOUS ROYALTIES \*\*

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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**\*\* MISCELLANEOUS ROYALTIES \*\***

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>AIN'T NO STOPPIN' US NOW</b>					
G.MCFADDEN, J.WHITEHEAD & J.COHEN					
PIONEER ENTERTAINMENT (USA)	7/95-09/95	8.00	14.166	1.13	
					1.13 *
<b>BACKSTABBERS</b>					
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD					
PIONEER ENTERTAINMENT (USA)	7/95-09/95	75.45	14.166	10.69	
DAIICHI KOSHO CO LTD	9/95-09/95	109.23	14.166	15.47	
					26.16 *
<b>MISCELLANEOUS TOTAL</b>				<b>27.29 **</b>	
<b>STATEMENT TOTAL</b>				<b>4969.19 ***</b>	

MIGHTY THREE MUSIC GROUP  
S U M M A R Y   S T A T E M E N T  
FOR PERIOD OCTOBER TO DECEMBER 1995

3966

JOHN WHITEHEAD JR  
C/O MARY WHITEHEAD  
7815 DEER RUN RD  
LAVEROCK, PA 19118

\*

TAX ID 166-38-9715

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

DATE      REF.

1/22/96	AUPAYH	PAYMENT MADE TO HEIRS	6211.63	-
12/31/95	ROYLTS	ROYALTIES FOR PERIOD TO 12/1995	4969.19	
12/31/95	TF14621001	ROYALTY JOHN WHITEHEAD	1242.44	

BALANCE THIS PERIOD :                      0.00  
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MIGHTY THREE MUSIC GROUP  
R O Y A L T Y S T A T E M E N T  
FOR PERIOD OCTOBER TO DECEMBER 1995

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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## \*\* MECHANICAL ROYALTIES \*\*

PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>AIN'T NO STOPPIN' US NOW</b>				
G.MCFADDEN, J.WHITEHEAD & J.COHEN				
CAPITOL RECORDS INC (DOM) 7/95-09/95	14.89	14.166	2.11	
7/95-09/95	404.69	14.166	57.33	
CBS RECORDS /SONY MUSIC 7/95-09/95	6616.27	14.166	937.26	
WCM BRASIL 6/95-09/95	43.30	14.166	6.13	
GERMAN BLACK BOX (WCM GERMA 1/95-06/95	2.02	14.166	0.29	
K-TEL INTL (ADVANCE) 9/95-09/95	481.39	14.166	68.19	
RELATIVITY RECORDINGS (ADVA 10/95-10/95	1650.00	14.166	233.74	
RHINO RECORDS 7/95-09/95	584.16	14.166	82.75	
WARNER MUSIC PUBL - HONG KO 1/95-06/95	175.49	14.166	24.86	
1/95-06/95	1.94	14.166	0.27	
				1412.93 *
<b>AIN'T NO STOPPIN' (AIN'T NO WAY)</b>				
GENE MCFADDEN, LINDA VITALI, JERRY COHEN				
GERMAN BLACK BOX (WCM GERMA 1/95-06/95	1614.16	10.625	171.50	
				171.50 *
<b>ALWAYS ROOM FOR ONE MORE</b>				
G MCFADDEN, J WHITEHEAD, V CARSTARPHEN				
CAPITOL RECORDS INC (DOM) 7/95-09/95	33.89	14.166	4.80	
				4.80 *
<b>BACKSTABBERS</b>				
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD				
CBS RECORDS /SONY MUSIC 7/95-09/95	1566.17	14.166	221.86	
WCM BRASIL 6/95-09/95	8.11	14.166	1.15	
GERMAN BLACK BOX (WCM GERMA 1/95-06/95	87.81	14.166	12.44	
RHINO RECORDS 1/94-03/94	393.63	14.166	55.76	
4/95-06/95	895.48	14.166	126.85	
7/95-09/95	67.54	14.166	9.57	
RYKODISC INC 10/94-12/94	55.45	14.166	7.86	
TRIPLE X ENTERTAINMENT 4/95-06/95	0.54	14.166	0.08	
WARNER MUSIC PUBL - HONG KO 1/95-06/95	1.46	14.166	0.21	
WARNER SPECIAL PRODUCTS 7/95-09/95	1883.43	14.166	266.81	
				702.59 *
<b>BAD LUCK (PARTS I &amp; II)</b>				
G MCFADDEN, J WHITEHEAD, V CARSTARPHEN				
CBS RECORDS /SONY MUSIC 7/95-09/95	5036.29	14.166	713.44	
GERMAN BLACK BOX (WCM GERMA 1/95-06/95	0.70	14.166	0.10	
S.D.R.M. (FRN) 4/95-06/95	41.64	14.166	5.90	
				719.44 *
<b>BE TRUTHFUL TO ME</b>				
GAMBLE, HUFF, MCFADDEN, WHITEHEAD				
CBS RECORDS /SONY MUSIC 7/95-09/95	35.85	10.625	3.81	
				3.81 *
<b>COLD COLD WORLD</b>				
VICTOR CARSTARPHEN, GENE MCFADDEN,				
CAPITOL RECORDS INC (DOM) 7/95-09/95	312.52	14.166	44.27	
GERMAN BLACK BOX (WCM GERMA 1/95-06/95	35.36	14.166	5.01	
				49.28 *
<b>COME WITH ME (LET'S JOIN TOGETHER)</b>				
GENE MCFADDEN, JOHN WHITEHEAD, J. COHEN				
GERMAN BLACK BOX (WCM GERMA 1/95-06/95	0.04	14.166	0.01	
				0.01 *

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
DANCE YOUR TROUBLES AWAY VICTOR CARSTARPHEN (VIC), GENE MCFADDEN, CBS RECORDS /SONY MUSIC	7/95-09/95	6.33	14.166	0.90	0.90 *
DISCO SHOWDOWN BELL ARCHIE, VICTOR CARSTARPHEN (VIC), WCM BRASIL	6/95-09/95	43.86	12.750	5.59	5.59 *
DON'T FEEL BAD GENE MCFADDEN, JOHN WHITEHEAD, CAPITOL RECORDS INC (DOM)	7/95-09/95	38.47	14.166	5.45	5.45 *
DON'T LET LOVE GET YOU DOWN VICTOR CARSTARPHEN, LEON HUFF, GERMAN BLACK BOX (WCM GERMA POLYGRAM RECORDS (DOM)	1/95-06/95 7/95-09/95	2.06 7.69	12.750 12.750	0.26 0.98	1.24 *
DO YOU WANT TO DANCE GENE MCFADDEN, JOHN WHITEHEAD, CAPITOL RECORDS INC (DOM)	7/95-09/95 7/95-09/95	14.89 47.58	14.166 14.166	2.11 6.74	8.85 *
EASY EASY GOT TO TAKE IT EASY JOHN WHITEHEAD, GENE MCFADDEN, CAPITOL RECORDS INC (DOM)	7/95-09/95	82.87	14.166	11.74	11.74 *
GOT TO CHANGE JERRY COHEN, GENE MCFADDEN, CAPITOL RECORDS INC (DOM)	7/95-09/95 7/95-09/95	11.16 35.69	14.166 14.166	1.58 5.06	6.64 *
I'LL ALWAYS LOVE MY MAMA K.GAMBLE/L.HUFF/G.MCFADDEN/J.WHITEHEAD CBS RECORDS /SONY MUSIC ORIGINAL SOUND RECORD	7/95-09/95 1/95-03/95 4/95-06/95	126.78 1108.29 496.46	10.625 10.625 10.625	13.47 117.76 52.75	183.98 *
I'VE BEEN PUSHED ASIDE J.WHITEHEAD, G.MCFADDEN, J.COEN CAPITOL RECORDS INC (DOM)	7/95-09/95 7/95-09/95	11.16 35.69	14.166 14.166	1.58 5.06	6.64 *
I APOLOGIZE LEON HUFF, JOHN WHITEHEAD, GENE MCFADDEN WARNER MUSIC PUBL - HONG KO	1/95-06/95	0.75	14.166	0.11	0.11 *
I CAN'T WIN FOR LOSING WHITEHEAD, G. MCFADDEN, V.CARSTARPHEN CBS RECORDS /SONY MUSIC	7/95-09/95	939.25	14.166	133.05	133.05 *
IF YOU KNOW LIKE I KNOW JERRY COHEN, GENE MCFADDEN, CAPITOL RECORDS INC (DOM)	4/95-06/95 7/95-09/95	0.34 135.44	14.166 14.166	0.05 19.19	19.24 *

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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**\*\* MECHANICAL ROYALTIES \*\***

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>I GOT THE LOVE</b> JERRY COHEN, GENE MCFADDEN, CAPITOL RECORDS INC (DOM)	7/95-09/95 7/95-09/95	9.81 31.16	14.166 14.166	1.39 4.41	5.80 *
<b>I HEARD IT IN A LOVE SONG</b> G.MCFADDEN, J.WHITEHEAD, J.COHEN CAPITOL RECORDS INC (DOM) GERMAN BLACK BOX (WCM GERMA	7/95-09/95 1/95-06/95	276.07 0.74	14.166 14.166	39.11 0.10	39.21 *
<b>I KNOW WHAT I'M GONNA DO</b> GENE MCFADDEN, JOHN WHITEHEAD, CAPITOL RECORDS INC (DOM)	7/95-09/95	1079.01	14.166	152.85	152.85 *
<b>IS THERE A PLACE FOR ME</b> LEON HUFF, GENE MCFADDEN, CBS RECORDS /SONY MUSIC	7/95-09/95	73.53	14.166	10.42	10.42 *
<b>IT'S ALL BECAUSE OF A WOMAN</b> LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD GERMAN BLACK BOX (WCM GERMA	1/95-06/95	0.46	14.166	0.07	0.07 *
<b>JUST WANNA LOVE YOU BABY</b> JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN CAPITOL RECORDS INC (DOM)	7/95-09/95 7/95-09/95	9.81 31.16	14.166 14.166	1.39 4.41	5.80 *
<b>KEEP ON LOVING YOU</b> GENE MCFADDEN, JOHN WHITEHEAD, CBS RECORDS /SONY MUSIC GERMAN BLACK BOX (WCM GERMA WARNER MUSIC PUBL - HONG KO	7/95-09/95 1/95-06/95 1/95-06/95	35.25 0.88 0.09	14.166 14.166 14.166	4.99 0.12 0.01	5.12 *
<b>LET'S GROOVE</b> MCFADDEN/WHITEHEAD/CARSTARPHEN/HUFF CBS RECORDS /SONY MUSIC GERMAN BLACK BOX (WCM GERMA	7/95-09/95 1/95-06/95	16.14 1.10	12.750 12.750	2.06 0.14	2.20 *
<b>LET'S MEND WHAT'S BEEN BROKEN</b> G.MCFADDEN, J.WHITEHEAD, J. COHEN BMG MUSIC (SEE RCA RECORDS) GERMAN BLACK BOX (WCM GERMA WARNER MUSIC PUBL - HONG KO	6/95-08/95 1/95-06/95 1/95-06/95	436.04 17.64 2.02	14.166 14.166 14.166	61.77 2.50 0.29	64.56 *
<b>LET LIFE FLOW</b> JOHN WHITEHEAD, GENE MCFADDEN, CAPITOL RECORDS INC (DOM)	7/95-09/95	23.35	14.166	3.31	3.31 *
<b>LET ME LOVE YOU</b> JERRY COHEN, GENE MCFADDEN, CAPITOL RECORDS INC (DOM)	7/95-09/95	373.95	14.166	52.97	52.97 *
<b>LET ME TURN U ON</b> GENE MCFADDEN, JOHN WHITEHEAD, CBS RECORDS /SONY MUSIC	7/95-09/95	11.32	10.625	1.20	1.20 *

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
LISTEN TO THE CLOCK ON THE WALL KENNETH GAMBLE, LEON HUFF, CBS RECORDS /SONY MUSIC	7/95-09/95	49.22	10.625	5.23	5.23 *
LOVE SONG NUMBER 690 (LIFE'S NO GOO GENE MCFADDEN, JOHN WHITEHEAD, JERRY COHEN CAPITOL RECORDS INC (DOM)	7/95-09/95	38.47	14.166	5.45	5.45 *
MORE I GET, THE MORE I WANT VICTOR CARSTARPHEN, GENE MCFADDEN, CAPITOL RECORDS INC (DOM)	7/95-09/95	82.87	14.166	11.74	
CBS RECORDS /SONY MUSIC	7/95-09/95	1010.78	14.166	143.19	
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	1.62	14.166	0.23	155.16 *
MR. MUSIC JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN CAPITOL RECORDS INC (DOM)	7/95-09/95	11.16	14.166	1.58	
	7/95-09/95	35.69	14.166	5.06	6.64 *
MUSIC'S TAKIN' OVER JOHN WHITEHEAD, GENE MCFADDEN, GERMAN BLACK BOX (WCM GERMA	1/95-06/95	0.56	14.166	0.08	0.08 *
NOW IS THE TIME TO DO IT VICTOR CARSTARPHEN (VIC), GENE MCFADDEN, CBS RECORDS /SONY MUSIC	7/95-09/95	1056.37	14.166	149.65	149.65 *
ONE DAY SOON (YOU'LL NEED ME) JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN CAPITOL RECORDS INC (DOM)	7/95-09/95	44.26	14.166	6.27	6.27 *
PEOPLE KEEP TELLIN' ME VICTOR CARSTARPHEN, GENE MCFADDEN, CBS RECORDS /SONY MUSIC	7/95-09/95	114.30	14.166	16.19	16.19 *
PEOPLE POWER J. WHITEHEAD/G. MCFADDEN/V. CARSTARPHEN S.D.R.M. (FRN)	4/95-06/95	53.36	14.166	7.56	7.56 *
PRETTY FLOWER VICTOR CARSTARPHEN, GENE MCFADDEN, S.D.R.M. (FRN)	4/95-06/95	1.55	14.166	0.22	0.22 *
RIGHT HERE IS WHERE I WANT TO BE JOHN WHITEHEAD, GENE MCFADDEN, CBS RECORDS /SONY MUSIC	7/95-09/95	9.30	14.166	1.32	1.32 *
SHE'S ONLY A WOMAN VICTOR CARSTARPHEN, GENE MCFADDEN, CBS RECORDS /SONY MUSIC	7/95-09/95	187.21	14.166	26.52	26.52 *
SHIFTLESS, SHADY JEALOUS KIND OF PE KENNETH GAMBLE, LEON HUFF, CBS RECORDS /SONY MUSIC	7/95-09/95	33.57	10.625	3.57	3.57 *

IN ACCOUNT WITH : (14621800) JOHN WHITEHEAD JR

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>SOMEBODY TOLD ME</b> KENNETH GAMBLE, JOHN WHITEHEAD, CAPITOL RECORDS INC (DOM)	7/95-09/95	95.17	10.625	10.11	10.11 *
<b>SOUL CITY WALK</b> G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN					
CBS RECORDS /SONY MUSIC	7/95-09/95	130.95	14.166	18.55	
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	0.51	14.166	0.07	
RHINO RECORDS	7/95-09/95	86.60	14.166	12.27	
WARNER MUSIC PUBL - HONG KO	1/95-06/95	2.30	14.166	0.33	31.22 *
<b>STAY TOGETHER</b> VICTOR CARSTARPHEN (VIC), GENE MCFADDEN, MCA RECORDS INC (DOM)	7/95-09/95	12.40	14.166	1.76	1.76 *
<b>STRATEGY</b> J.WHITEHEAD, G.MCFADDEN, J.COHEN					
CAPITOL RECORDS INC (DOM)	7/95-09/95	106.38	14.166	15.07	
CBS RECORDS /SONY MUSIC	7/95-09/95	12.55	14.166	1.78	
RHINO RECORDS	7/95-09/95	86.60	14.166	12.27	29.12 *
<b>STRENGTH OF ONE MAN</b> GENE MCFADDEN, JOHN WHITEHEAD, CBS RECORDS /SONY MUSIC	7/95-09/95	26.36	14.166	3.73	
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	0.70	14.166	0.10	3.83 *
<b>TELL THE WORLD HOW I FEEL ABOUT CHA</b> G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN					
CBS RECORDS /SONY MUSIC	7/95-09/95	616.46	14.166	87.33	
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	0.25	14.166	0.04	
WARNER MUSIC PUBL - HONG KO	1/95-06/95	0.09	14.166	0.01	87.38 *
<b>THAT LET'S ME KNOW I'M IN LOVE</b> GENE MCFADDEN, JOHN WHITEHEAD, J. COHEN CAPITOL RECORDS INC (DOM)	7/95-09/95	44.87	14.166	6.36	6.36 *
<b>THIS IS MY SONG</b> GENE MCFADDEN, JOHN WHITEHEAD, CAPITOL RECORDS INC (DOM)	7/95-09/95	33.89	14.166	4.80	4.80 *
<b>THOSE LIES (DONE CAUGHT UP WITH YOU</b> VICTOR CARSTARPHEN (VIC), GENE MCFADDEN, CAPITOL RECORDS INC (DOM)	7/95-09/95	71.81	14.166	10.17	
WCM BRASIL	6/95-09/95	38.53	14.166	5.46	15.63 *
<b>TO BE FREE TO BE WHO WE ARE</b> GENE MCFADDEN, JOHN WHITEHEAD, CBS RECORDS /SONY MUSIC	7/95-09/95	35.25	14.166	4.99	
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	0.32	14.166	0.05	
WARNER MUSIC PUBL - HONG KO	1/95-06/95	0.09	14.166	0.01	5.05 *
<b>WAKE UP EVERYBODY</b> G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN					
CBS RECORDS /SONY MUSIC	7/95-09/95	2499.99	14.166	354.15	
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	44.90	14.166	6.36	
K-TEL INTERNATIONAL (USA) I	4/95-06/95	27.03	14.166	3.83	
WARNER MUSIC PUBL - HONG KO	1/95-06/95	200.35	14.166	28.38	
	1/95-06/95	52.58	14.166	7.45	400.17 *

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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## \*\* MECHANICAL ROYALTIES \*\*

PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>WHERE ARE ALL MY FRIENDS</b>				
V.CARSTARPHEN/G.MCFADDEN/J.WHITEHEAD				
CBS RECORDS /SONY MUSIC 7/95-09/95	788.11	14.166	111.64	
GERMAN BLACK BOX (WCM GERMA 1/95-06/95	0.25	14.166	0.04	
WARNER MUSIC PUBL - HONG KO 1/95-06/95	0.09	14.166	0.01	
				111.69 *
<b>WHERE WILL YOU GO WHEN THE PARTY'S</b>				
GENE MCFADDEN, JOHN WHITEHEAD,				
WARNER MUSIC PUBL - HONG KO 1/95-06/95	1.13	14.166	0.16	
1/95-06/95	1.69	14.166	0.24	
				0.40 *
<b>WHY OH WHY</b>				
GENE MCFADDEN, JOHN WHITEHEAD, JERRY COHEN				
CAPITOL RECORDS INC (DOM) 7/95-09/95	38.47	14.166	5.45	
				5.45 *
<b>YOU'RE MY SOMEONE TO LOVE</b>				
JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN				
CAPITOL RECORDS INC (DOM) 7/95-09/95	9.81	14.166	1.39	
7/95-09/95	31.16	14.166	4.41	
				5.80 *
			MECHANICAL TOTAL	4893.93 **

## \*\* PRINT ROYALTIES \*\*

<b>AIN'T NO STOPPIN' US NOW</b>				
G.MCFADDEN, J.WHITEHEAD & J.COEN				
HAL LEONARD PUBL CORP (DOM) 1/95-06/95	263.64	14.166	37.35	
				37.35 *
<b>BACKSTABBERS</b>				
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD				
CANADIAN PRINT RATES				
WB PRESENTS 70/80 MF9502 3	0.38	4.167	0.02	
CLASIC RHYTHM & BLUES MF9542 60	10.17	4.167	0.42	
PRINT FOREIGN RATES				
CLASIC RHYTHM & BLUES MF9542 239	40.51	4.167	1.69	
DOMESTIC PRINT RATES				
WB PRESENTS 70/80 MF9502 330	42.27	4.167	1.76	
CLASIC RHYTHM & BLUES MF9542 454	76.95	4.167	3.21	
IM GONNA MAKE YOU LOVE ME & BST VF1702 57	12.53	4.167	0.52	
SONG TREASURES FROM THE 70'S VF1740 3	0.65	4.167	0.03	
				7.65 *
<b>DO YOU WANT TO DANCE</b>				
GENE MCFADDEN, JOHN WHITEHEAD,				
MINDSCAPE(FMRLY SOFTWARETOO 7/95-09/95	12.50	14.166	1.77	
				1.77 *
<b>WAKE UP EVERYBODY</b>				
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN				
CANADIAN PRINT RATES				
GOLDEN DECADE OF THE 70'S VF1769 3	0.83	4.167	0.03	
PRINT FOREIGN RATES				
GOLDEN DECADE OF THE 70'S VF1769 3	0.83	4.167	0.03	
WHEN A MAN LOVES A WOMAN & 26 GR VF1838 6	1.66	4.167	0.07	
DOMESTIC PRINT RATES				
IM GONNA MAKE YOU LOVE ME & BST VF1702 57	12.53	4.167	0.52	
SONG TREASURES FROM THE 70'S VF1740 3	0.65	4.167	0.03	
GOLDEN DECADE OF THE 70'S VF1769 32	8.86	4.167	0.37	
WHEN A MAN LOVES A WOMAN & 26 GR VF1838 13	3.60	4.167	0.15	
				1.20 *
			PRINT TOTAL	47.97 **

## \*\* MISCELLANEOUS ROYALTIES \*\*

IN ACCOUNT WITH : (14621000) JOHN WHITEHEAD JR

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**\*\* MISCELLANEOUS ROYALTIES \*\***

PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>AIN'T NO STOPPIN' US NOW</b>				
G.MCFADDEN, J.WHITEHEAD & J.COHEN				
PIONEER ENTERTAINMENT (USA) 7/95-09/95	8.00	14.166	1.13	1.13 *
<b>BACKSTABBERS</b>				
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD				
PIONEER ENTERTAINMENT (USA) 7/95-09/95	75.45	14.166	10.69	
DAIICHI KOSHO CO LTD 9/95-09/95	109.23	14.166	15.47	26.16 *
<b>MISCELLANEOUS TOTAL</b>			<b>27.29 **</b>	
<b>STATEMENT TOTAL</b>			<b>4969.19 ***</b>	

MIGHTY THREE MUSIC GROUP  
S U M M A R Y   S T A T E M E N T  
FOR PERIOD OCTOBER TO DECEMBER 1995

3967

JOHN WHITEHEAD JR  
25% BONUS ACCOUNT

M

TAX ID 166-38-9715

IN ACCOUNT WITH : (14621001) JOHN WHITEHEAD

DATE      REF.

12/31/95 ROYLTS	ROYALTIES FOR PERIOD TO 12/1995	1242.44
12/31/95 TT14621000	TRANSFER OF BALANCE TO MAIN ACCOUNT	1242.44 -
BALANCE THIS PERIOD :		0.00



MIGHTY THREE MUSIC GROUP  
R O Y A L T Y S T A T E M E N T  
FOR PERIOD OCTOBER TO DECEMBER 1995

PAYEE : (14621000)  
JOHN WHITEHEAD JR

IN ACCOUNT WITH : (14621001) JOHN WHITEHEAD

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\*\* MECHANICAL ROYALTIES \*\*

PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>AIN'T NO STOPPIN' US NOW</b>				
G.MCFADDEN, J.WHITEHEAD & J.COHN				
CAPITOL RECORDS INC (DOM) 7/95-09/95	14.89	3.542	0.53	
	404.69	3.542	14.33	
CBS RECORDS /SONY MUSIC 7/95-09/95	6616.27	3.542	234.35	
WCM BRASIL 6/95-09/95	43.30	3.542	1.53	
GERMAN BLACK BOX (WCM GERMA 1/95-06/95	2.02	3.542	0.07	
K-TEL INTL (ADVANCE) 9/95-09/95	481.39	3.542	17.05	
RELATIVITY RECORDINGS (ADVA 10/95-10/95	1650.00	3.542	58.44	
RHINO RECORDS 7/95-09/95	584.16	3.542	20.69	
WARNER MUSIC PUBL - HONG KO 1/95-06/95	175.49	3.542	6.22	
	1.94	3.542	0.07	
				353.28 *
<b>AIN'T NO STOPPIN' (AIN'T NO WAY)</b>				
GENE MCFADDEN, LINDA VITALI, JERRY COHN				
GERMAN BLACK BOX (WCM GERMA 1/95-06/95	1614.16	2.656	42.87	
				42.87 *
<b>ALWAYS ROOM FOR ONE MORE</b>				
G MCFADDEN, J WHITEHEAD, V CARSTARPHEN				
CAPITOL RECORDS INC (DOM) 7/95-09/95	33.89	3.542	1.20	
				1.20 *
<b>BACKSTABBERS</b>				
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD				
CBS RECORDS /SONY MUSIC 7/95-09/95	1566.17	3.542	55.47	
WCM BRASIL 6/95-09/95	8.11	3.542	0.29	
GERMAN BLACK BOX (WCM GERMA 1/95-06/95	87.81	3.542	3.11	
RHINO RECORDS 1/94-03/94	393.63	3.542	13.94	
	895.48	3.542	31.72	
	67.54	3.542	2.39	
RYKODISC INC 10/94-12/94	55.45	3.542	1.96	
TRIPLE X ENTERTAINMENT 4/95-06/95	0.54	3.542	0.02	
WARNER MUSIC PUBL - HONG KO 1/95-06/95	1.46	3.542	0.05	
WARNER SPECIAL PRODUCTS 7/95-09/95	1883.43	3.542	66.71	
				175.66 *
<b>BAD LUCK (PARTS I &amp; II)</b>				
G MCFADDEN, J WHITEHEAD, V CARSTARPHEN				
CBS RECORDS /SONY MUSIC 7/95-09/95	5036.29	3.542	178.39	
GERMAN BLACK BOX (WCM GERMA 1/95-06/95	0.70	3.542	0.02	
S.D.R.M. (FRN) 4/95-06/95	41.64	3.542	1.47	
				179.88 *
<b>BE TRUTHFUL TO ME</b>				
GAMBLE, HUFF, MCFADDEN, WHITEHEAD				
CBS RECORDS /SONY MUSIC 7/95-09/95	35.85	2.656	0.95	
				0.95 *
<b>COLD COLD WORLD</b>				
VICTOR CARSTARPHEN, GENE MCFADDEN,				
CAPITOL RECORDS INC (DOM) 7/95-09/95	312.52	3.542	11.07	
GERMAN BLACK BOX (WCM GERMA 1/95-06/95	35.36	3.542	1.25	
				12.32 *
<b>DANCE YOUR TROUBLES AWAY</b>				
VICTOR CARSTARPHEN (VIC), GENE MCFADDEN,				
CBS RECORDS /SONY MUSIC 7/95-09/95	6.33	3.542	0.22	
				0.22 *

IN ACCOUNT WITH : (14621001) JOHN WHITEHEAD

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## \*\* MECHANICAL ROYALTIES \*\*

PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>DISCO SHOWDOWN</b> BELL ARCHIE, VICTOR CARSTARPHEN (VIC), WCM BRASIL 6/95-09/95	43.86	3.188	1.40	1.40 *
<b>DON'T FEEL BAD</b> GENE MCFADDEN, JOHN WHITEHEAD, CAPITOL RECORDS INC (DOM) 7/95-09/95	38.47	3.542	1.36	1.36 *
<b>DON'T LET LOVE GET YOU DOWN</b> VICTOR CARSTARPHEN, LEON HUFF, GERMAN BLACK BOX (WCM GERMA POLYGRAM RECORDS (DOM) 1/95-06/95 7/95-09/95	2.06 7.69	3.188 3.188	0.07 0.25	0.32 *
<b>DO YOU WANT TO DANCE</b> GENE MCFADDEN, JOHN WHITEHEAD, CAPITOL RECORDS INC (DOM) 7/95-09/95 7/95-09/95	14.89 47.58	3.542 3.542	0.53 1.69	2.22 *
<b>EASY EASY GOT TO TAKE IT EASY</b> JOHN WHITEHEAD, GENE MCFADDEN, CAPITOL RECORDS INC (DOM) 7/95-09/95	82.87	3.542	2.94	2.94 *
<b>GOT TO CHANGE</b> JERRY COHEN, GENE MCFADDEN, CAPITOL RECORDS INC (DOM) 7/95-09/95 7/95-09/95	11.16 35.69	3.542 3.542	0.40 1.26	1.66 *
<b>I'LL ALWAYS LOVE MY MAMA</b> K.GAMBLE/L.HUFF/G.MCFADDEN/J.WHITEHEAD CBS RECORDS /SONY MUSIC 7/95-09/95 ORIGINAL SOUND RECORD 1/95-03/95 4/95-06/95	126.78 1108.29 496.46	2.656 2.656 2.656	3.37 29.44 13.19	46.00 *
<b>I'VE BEEN PUSHED ASIDE</b> J.WHITEHEAD, G.MCFADDEN, J.COHEN CAPITOL RECORDS INC (DOM) 7/95-09/95 7/95-09/95	11.16 35.69	3.542 3.542	0.40 1.26	1.66 *
<b>I APOLOGIZE</b> LEON HUFF, JOHN WHITEHEAD, GENE MCFADDEN WARNER MUSIC PUBL - HONG KO 1/95-06/95	0.75	3.542	0.03	0.03 *
<b>I CAN'T WIN FOR LOSING</b> . WHITEHEAD, G. MCFADDEN, V.CARSTARPHEN CBS RECORDS /SONY MUSIC 7/95-09/95	939.25	3.542	33.27	33.27 *
<b>IF YOU KNOW LIKE I KNOW</b> JERRY COHEN, GENE MCFADDEN, CAPITOL RECORDS INC (DOM) 4/95-06/95 7/95-09/95	0.34 135.44	3.542 3.542	0.01 4.80	4.81 *
<b>I GOT THE LOVE</b> JERRY COHEN, GENE MCFADDEN, CAPITOL RECORDS INC (DOM) 7/95-09/95 7/95-09/95	9.81 31.16	3.542 3.542	0.35 1.10	1.45 *

IN ACCOUNT WITH : (14621001) JOHN WHITEHEAD

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## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>I HEARD IT IN A LOVE SONG</b>					
G.MCFADDEN, J.WHITEHEAD, J.COEN	7/95-09/95	276.07	3.542	9.78	
CAPITOL RECORDS INC (DOM)					
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	0.74	3.542	0.03	9.81 *
<b>I KNOW WHAT I'M GONNA DO</b>					
GENE MCFADDEN, JOHN WHITEHEAD,	7/95-09/95	1079.01	3.542	38.22	38.22 *
CAPITOL RECORDS INC (DOM)					
<b>IS THERE A PLACE FOR ME</b>					
LEON HUFF, GENE MCFADDEN,	7/95-09/95	73.53	3.542	2.60	2.60 *
CBS RECORDS /SONY MUSIC					
<b>IT'S ALL BECAUSE OF A WOMAN</b>					
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD	1/95-06/95	0.46	3.542	0.02	0.02 *
GERMAN BLACK BOX (WCM GERMA					
<b>JUST WANNA LOVE YOU BABY</b>					
JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN	7/95-09/95	9.81	3.542	0.35	
CAPITOL RECORDS INC (DOM)	7/95-09/95	31.16	3.542	1.10	1.45 *
<b>KEEP ON LOVING YOU</b>					
GENE MCFADDEN, JOHN WHITEHEAD,	7/95-09/95	35.25	3.542	1.25	
CBS RECORDS /SONY MUSIC	1/95-06/95	0.88	3.542	0.03	1.28 *
GERMAN BLACK BOX (WCM GERMA					
<b>LET'S GROOVE</b>					
MCFADDEN/WHITEHEAD/CARSTARPHEN/HUFF	7/95-09/95	16.14	3.188	0.51	
CBS RECORDS /SONY MUSIC	1/95-06/95	1.10	3.188	0.04	0.55 *
GERMAN BLACK BOX (WCM GERMA					
<b>LET'S MEND WHAT'S BEEN BROKEN</b>					
G.MCFADDEN, J.WHITEHEAD, J. COHEN	6/95-08/95	436.04	3.542	15.44	
BMG MUSIC (SEE RCA RECORDS)	1/95-06/95	17.64	3.542	0.62	
GERMAN BLACK BOX (WCM GERMA	1/95-06/95	2.02	3.542	0.07	16.13 *
WARNER MUSIC PUBL - HONG KO					
<b>LET LIFE FLOW</b>					
JOHN WHITEHEAD, GENE MCFADDEN,	7/95-09/95	23.35	3.542	0.83	0.83 *
CAPITOL RECORDS INC (DOM)					
<b>LET ME LOVE YOU</b>					
JERRY COHEN, GENE MCFADDEN,	7/95-09/95	373.95	3.542	13.25	13.25 *
CAPITOL RECORDS INC (DOM)					
<b>LET ME TURN U ON</b>					
GENE MCFADDEN, JOHN WHITEHEAD,	7/95-09/95	11.32	2.656	0.30	0.30 *
CBS RECORDS /SONY MUSIC					
<b>LISTEN TO THE CLOCK ON THE WALL</b>					
KENNETH GAMBLE, LEON HUFF,	7/95-09/95	49.22	2.656	1.31	1.31 *
CBS RECORDS /SONY MUSIC					
<b>LOVE SONG NUMBER 690 (LIFE'S NO GOO</b>					
GENE MCFADDEN, JOHN WHITEHEAD, JERRY COHEN					

IN ACCOUNT WITH : (14621001) JOHN WHITEHEAD

PAGE: 4

## \*\* MECHANICAL ROYALTIES \*\*

PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
(CONTINUED)				
LOVE SONG NUMBER 690 (LIFE'S NO GOO CAPITOL RECORDS INC (DOM) 7/95-09/95	38.47	3.542	1.36	1.36 *
MORE I GET, THE MORE I WANT VICTOR CARSTARPHEN, GENE MCFADDEN, CAPITOL RECORDS INC (DOM) 7/95-09/95	82.87	3.542	2.94	
CBS RECORDS /SONY MUSIC 7/95-09/95	1010.78	3.542	35.80	
GERMAN BLACK BOX (WCM GERMA 1/95-06/95	1.62	3.542	0.06	38.80 *
MR. MUSIC JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN CAPITOL RECORDS INC (DOM) 7/95-09/95	11.16	3.542	0.40	
7/95-09/95	35.69	3.542	1.26	1.66 *
MUSIC'S TAKIN' OVER JOHN WHITEHEAD, GENE MCFADDEN, GERMAN BLACK BOX (WCM GERMA 1/95-06/95	0.56	3.542	0.02	0.02 *
NOW IS THE TIME TO DO IT VICTOR CARSTARPHEN (VIC), GENE MCFADDEN, CBS RECORDS /SONY MUSIC 7/95-09/95	1056.37	3.542	37.42	37.42 *
ONE DAY SOON (YOU'LL NEED ME) JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN CAPITOL RECORDS INC (DOM) 7/95-09/95	44.26	3.542	1.57	1.57 *
PEOPLE KEEP TELLIN' ME VICTOR CARSTARPHEN, GENE MCFADDEN, CBS RECORDS /SONY MUSIC 7/95-09/95	114.30	3.542	4.05	4.05 *
PEOPLE POWER J.WHITEHEAD/G.MCFADDEN/V.CARSTARPHEN S.D.R.M. (FRN) 4/95-06/95	53.36	3.542	1.89	1.89 *
PRETTY FLOWER VICTOR CARSTARPHEN, GENE MCFADDEN, S.D.R.M. (FRN) 4/95-06/95	1.55	3.542	0.05	0.05 *
RIGHT HERE IS WHERE I WANT TO BE JOHN WHITEHEAD, GENE MCFADDEN, CBS RECORDS /SONY MUSIC 7/95-09/95	9.30	3.542	0.33	0.33 *
SHE'S ONLY A WOMAN VICTOR CARSTARPHEN, GENE MCFADDEN, CBS RECORDS /SONY MUSIC 7/95-09/95	187.21	3.542	6.63	6.63 *
SHIFTLESS, SHADY JEALOUS KIND OF PE KENNETH GAMBLE, LEON HUFF, CBS RECORDS /SONY MUSIC 7/95-09/95	33.57	2.656	0.89	0.89 *
SOMEBODY TOLD ME KENNETH GAMBLE, JOHN WHITEHEAD, CAPITOL RECORDS INC (DOM) 7/95-09/95	95.17	2.656	2.53	2.53 *

IN ACCOUNT WITH : (14621001) JOHN WHITEHEAD

PAGE: 5

## \*\* MECHANICAL ROYALTIES \*\*

PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>SOUL CITY WALK</b>				
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN				
CBS RECORDS /SONY MUSIC 7/95-09/95	130.95	3.542	4.64	
GERMAN BLACK BOX (WCM GERMA 1/95-06/95	0.51	3.542	0.02	
RHINO RECORDS 7/95-09/95	86.60	3.542	3.07	
WARNER MUSIC PUBL - HONG KO 1/95-06/95	2.30	3.542	0.08	7.81 *
<b>STAY TOGETHER</b>				
VICTOR CARSTARPHEN (VIC), GENE MCFADDEN, MCA RECORDS INC (DOM) 7/95-09/95	12.40	3.542	0.44	0.44 *
<b>STRATEGY</b>				
J.WHITEHEAD, G.MCFADDEN, J.COHEN				
CAPITOL RECORDS INC (DOM) 7/95-09/95	106.38	3.542	3.77	
CBS RECORDS /SONY MUSIC 7/95-09/95	12.55	3.542	0.44	
RHINO RECORDS 7/95-09/95	86.60	3.542	3.07	7.28 *
<b>STRENGTH OF ONE MAN</b>				
GENE MCFADDEN, JOHN WHITEHEAD, CBS RECORDS /SONY MUSIC 7/95-09/95	26.36	3.542	0.93	
GERMAN BLACK BOX (WCM GERMA 1/95-06/95	0.70	3.542	0.02	0.95 *
<b>TELL THE WORLD HOW I FEEL ABOUT CHA</b>				
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN				
CBS RECORDS /SONY MUSIC 7/95-09/95	616.46	3.542	21.84	
GERMAN BLACK BOX (WCM GERMA 1/95-06/95	0.25	3.542	0.01	21.85 *
<b>THAT LET'S ME KNOW I'M IN LOVE</b>				
GENE MCFADDEN, JOHN WHITEHEAD, J. COHEN CAPITOL RECORDS INC (DOM) 7/95-09/95	44.87	3.542	1.59	1.59 *
<b>THIS IS MY SONG</b>				
GENE MCFADDEN, JOHN WHITEHEAD, CAPITOL RECORDS INC (DOM) 7/95-09/95	33.89	3.542	1.20	1.20 *
<b>THOSE LIES (DONE CAUGHT UP WITH YOU</b>				
VICTOR CARSTARPHEN (VIC), GENE MCFADDEN, CAPITOL RECORDS INC (DOM) 7/95-09/95	71.81	3.542	2.54	
WCM BRASIL 6/95-09/95	38.53	3.542	1.36	3.90 *
<b>TO BE FREE TO BE WHO WE ARE</b>				
GENE MCFADDEN, JOHN WHITEHEAD, CBS RECORDS /SONY MUSIC 7/95-09/95	35.25	3.542	1.25	
GERMAN BLACK BOX (WCM GERMA 1/95-06/95	0.32	3.542	0.01	1.26 *
<b>WAKE UP EVERYBODY</b>				
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN				
CBS RECORDS /SONY MUSIC 7/95-09/95	2499.99	3.542	88.55	
GERMAN BLACK BOX (WCM GERMA 1/95-06/95	44.90	3.542	1.59	
K-TEL INTERNATIONAL (USA) I 4/95-06/95	27.03	3.542	0.96	
WARNER MUSIC PUBL - HONG KO 1/95-06/95	200.35	3.542	7.10	
	52.58	3.542	1.86	100.06 *
<b>WHERE ARE ALL MY FRIENDS</b>				
V.CARSTARPHEN/G.MCFADDEN/J.WHITEHEAD				
CBS RECORDS /SONY MUSIC 7/95-09/95	788.11	3.542	27.91	
GERMAN BLACK BOX (WCM GERMA 1/95-06/95	0.25	3.542	0.01	27.92 *

IN ACCOUNT WITH : (14621001) JOHN WHITEHEAD

PAGE: 6

## \*\* MECHANICAL ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>WHERE WILL YOU GO WHEN THE PARTY'S</b>					
GENE MCFADDEN, JOHN WHITEHEAD,					
WARNER MUSIC PUBL - HONG KO	1/95-06/95	1.13	3.542	0.04	
	1/95-06/95	1.69	3.542	0.06	0.10 *
<b>WHY OH WHY</b>					
GENE MCFADDEN, JOHN WHITEHEAD, JERRY COHEN					
CAPITOL RECORDS INC (DOM)	7/95-09/95	38.47	3.542	1.36	1.36 *
<b>YOU'RE MY SOMEONE TO LOVE</b>					
JOHN WHITEHEAD, GENE MCFADDEN, J. COHEN					
CAPITOL RECORDS INC (DOM)	7/95-09/95	9.81	3.542	0.35	
	7/95-09/95	31.16	3.542	1.10	1.45 *
				MECHANICAL TOTAL	1223.62 **

## \*\* PRINT ROYALTIES \*\*

<b>AIN'T NO STOPPIN' US NOW</b>					
G.MCFADDEN, J.WHITEHEAD & J.COEN					
HAL LEONARD PUBL CORP (DOM)	1/95-06/95	263.64	3.542	9.34	9.34 *
<b>BACKSTABBERS</b>					
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD					
CANADIAN PRINT RATES					
CLASIC RHYTHM & BLUES	MF9542	60	10.17	1.041	0.11
PRINT FOREIGN RATES					
CLASIC RHYTHM & BLUES	MF9542	239	40.51	1.041	0.42
DOMESTIC PRINT RATES					
WB PRESENTS 70/80	MF9502	330	42.27	1.041	0.44
CLASIC RHYTHM & BLUES	MF9542	454	76.95	1.041	0.80
IM GONNA MAKE YOU LOVE ME & BST	VF1702	57	12.53	1.041	0.13
SONG TREASURES FROM THE 70'S	VF1740	3	0.65	1.041	0.01
					1.91 *
<b>DO YOU WANT TO DANCE</b>					
GENE MCFADDEN, JOHN WHITEHEAD,					
MINDSCAPE(FMRLY SOFTWARETOO	7/95-09/95	12.50	3.542	0.44	0.44 *
<b>WAKE UP EVERYBODY</b>					
G.MCFADDEN/J.WHITEHEAD/V.CARSTARPHEN					
CANADIAN PRINT RATES					
GOLDEN DECADE OF THE 70'S	VF1769	3	0.83	1.041	0.01
PRINT FOREIGN RATES					
GOLDEN DECADE OF THE 70'S	VF1769	3	0.83	1.041	0.01
WHEN A MAN LOVES A WOMAN & 26 GR	VF1838	6	1.66	1.041	0.02
DOMESTIC PRINT RATES					
IM GONNA MAKE YOU LOVE ME & BST	VF1702	57	12.53	1.041	0.13
SONG TREASURES FROM THE 70'S	VF1740	3	0.65	1.041	0.01
GOLDEN DECADE OF THE 70'S	VF1769	32	8.86	1.041	0.09
WHEN A MAN LOVES A WOMAN & 26 GR	VF1838	13	3.60	1.041	0.04
					0.31 *
				PRINT TOTAL	12.00 **
<b>** MISCELLANEOUS ROYALTIES **</b>					
<b>AIN'T NO STOPPIN' US NOW</b>					
G.MCFADDEN, J.WHITEHEAD & J.COEN					
PIONEER ENTERTAINMENT (USA)	7/95-09/95	8.00	3.542	0.28	0.28 *

IN ACCOUNT WITH : (14621001) JOHN WHITEHEAD

PAGE: 7

## \*\* MISCELLANEOUS ROYALTIES \*\*

	PERIOD	AMOUNT RECEIVED	YOUR SHARE	AMOUNT DUE	
<b>BACKSTABBERS</b>					
LEON HUFF, GENE MCFADDEN, JOHN WHITEHEAD					
PIONEER ENTERTAINMENT (USA)	7/95-09/95	75.45	3.542	2.67	
DAIICHI KOSHO CO LTD	9/95-09/95	109.23	3.542	3.87	
					6.54 *
MISCELLANEOUS TOTAL					6.82 **
STATEMENT TOTAL					1242.44 ***







WARNER/CHAPPELL MUSIC, INC.  
A WARNER MUSIC GROUP COMPANY  
10585 Santa Monica Boulevard  
Los Angeles, California 90025-4950  
Tel: (310) 441-8600

09/06/2000

329345

**CHECK TOTAL**

\*\*\*\*\*5,000.00

DATE	DOC REF	DESCRIPTION	NARRATIVE	AMOUNT
09/06	090600		ADVANCE AGAINST ROYALTIES P/E 9/30/00	5,000.00

94820

PHILADELPHIA INTERNATIONAL RECORDS

ASSORTED MUSIC

MIGHTY THREE MUSIC

CHECK REQUEST

DATE OF REQUEST: March 13, 1986

I, THE UNDERSIGNED, REQUEST THAT A CHECK FOR THE AMOUNT OF: \$ 4,283.78

BE MADE PAYABLE TO: East Furniture

FOR THE FOLLOWING : Purchase of furniture

\* REQUESTED BY: Antonia Thibault

APPROVED BY :

DATE PAID: 3-13-86

CHECK NO.: 14963

ACCOUNT PAID FROM: M3 chemical

GENERAL LEDGER ACCOUNT TO BE CHARGED:

PHILADELPHIA INTERNATIONAL RECORDS

ASSORTED MUSIC

MIGHTY THREE MUSIC

CHECK REQUEST

DATE OF REQUEST: MARCH 26, 1986

I, THE UNDERSIGNED, REQUEST THAT A CHECK FOR THE AMOUNT OF: \$ 400.63

BE MADE PAYABLE TO: Cost Furniture

FOR THE FOLLOWING : purchase of furniture

\* REQUESTED BY:

Anta Whitehead

APPROVED BY :

EB

DATE PAID:

3/26/86

CHECK NO.:

14984

ACCOUNT PAID FROM:

Mighty 3

GENERAL LEDGER ACCOUNT TO BE CHARGED:

TO:	FROM:
-----	-------

## Cort Furniture Rental



Rt. 38E & Rt. 41, P.O. Box 476 1415 Walnut Street  
 Maple Shade, N.J. 08052 Philadelphia, PA 19102  
 609/235-4337 215/569-2424

PHONE:

DATE: 3/25/86

NAME: Sold to

ADDRESS: Mighty Three Music

CITY: 309 S. Broad STATE: ST. ZIP:

APT. Phila. P.A. APT. NO.: 19107 FLOOR:

SALES NO. 11547

☐ CASH ☐ CHOICE ☐ VISA  
☐ CHECK ☐ MASTER CARD  
 CREDIT NO.

AMOUNT PAID

SALES PERSON

SOURCE

DELIVERY DATE:

DELIVERY INSTRUCTIONS Delivery TO:

QTY.	PRODUCT NO.	DESCRIPTION	OFFICE USE ONLY	PRICE/ITEM	SALES PRICE
1	F 62600C83	Beige Hd Arm Parsons			139.00
1	L 110970T83	Tea house. Cocktail Table			179.00
1	L 110920T83	" end Table			169.00
1	L 110920T	" end Table			169.00
1	L 110940T84	" Sofa Table			199.00
1	B 118408S41	multi cushion sofa			
1	B 118448S41	" cushion Loveseat			389.00
2	D 111763L82	Backet Lamps		39.00	78.00
4	U 111080C82	Perspectives' chairs			
1	L 54700T W1	" Dining Table			339.00
1	S 580800I W1	Dining Hutch			329.00
1	C 114720D W1	moonbeam Flower millor			
1	C 114700T W1	" Night stand			229.00
2	C 114700H W1	" Single Headboard			58.00
1	C 114700G W0	8" 4 Drawer chest			149.00
1	S 333040M	Single mattress			
1	S 333040K	" Boxspring			69.00
1	S 333040M	" mattress			
1	S 333040K	Single Box spring			69.00
2	G 241000A1	ALL SALES FINAL...SOLD AS IS NO WARRANTY GIVEN OR IMPLIED EVA F. 1102		75.00	50.00
MONTHLY RENTAL (EXCLUDE WAIVER & TAX)		SALESMAN CHECK ONE		TOTAL	Subtotal 2614.00
OPTION. PRICE		RETAIL SALE <input checked="" type="checkbox"/>		SALES TAX	this page only
LESS: DISCOUNT		CONVERSION SALE <input type="checkbox"/>		DELIVERY	
NET PRICE		DEALER SALE <input type="checkbox"/>		SUB TOTAL	
LESS: RENT CREDIT		SHORTAGE ON LEASE <input type="checkbox"/>		LESS: SECURITY DEPOSIT APPLIED	
TOTAL PRICE		DISCARDED <input type="checkbox"/>		TOTAL	
ENTER TO TOP RIGHT		SKIPS <input type="checkbox"/>		BALANCE DUE	

ARTICLES LISTED ABOVE ARE ACKNOWLEDGED  
 AS BEING RECEIVED.

SIGNATURE

White=Office Copy

Yellow=Store Copy

Pink=Delivery Copy

Goldenrod=Customer Copy

TO:	FROM:
-----	-------

## Cort Furniture Rental



Rt. 38E & Rt. 41, P.O. Box 476 1415 Walnut Street  
 Maple Shade, N.J. 08052 Philadelphia, PA 19102  
 609/235-4337 215/569-2424

PHONE: DATE: 3/25/86

NAME: Sold to

ADDRESS: Mighty Three Music

CITY: 309 S. Broad STATE: ST. ZIP:

APT. Phila. PA. APT. NO. 19107 FLOOR:

SALES NO. 11548	
<input type="checkbox"/> CASH	<input type="checkbox"/> CHOICE
<input checked="" type="checkbox"/> CHECK	<input type="checkbox"/> VISA
<input type="checkbox"/> MASTER CARD	
CREDIT NO.	AMOUNT PAID
SALES PERSON: Kevin	SOURCE:

DELIVERY DATE:

DELIVERY INSTRUCTIONS: Delivery to:

QTY.	PRODUCT NO.	DESCRIPTION	OFFICE USE ONLY	PRICE/ITEM	SALES PRICE
1	G 14 3 0 0 L C 9	Silver Pearl Ginger Lamp			29 00
1	G 14 3 0 0 L	white " "			29 00
1	G 14 3 0 0 L	white " "			29 00
1	A 1 7 3 3 0 D 8 3	Forwood Dresser Mirror			
1	A 1 7 3 2 0 H 8 3	" Hallboard			
1	A 1 7 3 0 0 T 8 3	" Night stand			59 00
1	A 1 7 3 0 0 T	" Night stand			69 00
1	A 1 7 3 0 0 G	" chest of drawers			179 00
1	S 5 0 0 4 0 M	Queen mattress			
1	S 5 0 0 4 0 K	" boxspring			99 00
1	G 2 4 0 0 0 A	" frame			25 00
1	S 2 6 1 4 3 S 8 3	Bikini Khaki Loveseat			129 00
1	F 3 5 0 0 9 C S E	Appl. w/ Free Back Chair			49 00
1	A 8 0 1 4 C D W 0	Conty. Dresser & mirror			
1	A 8 0 8 1 0 T W 9	" Night stand			
1	A 8 0 8 1 5 C H W 9	" Hallboard			249 00
1	S 4 6 0 4 0 M	Full size mattress			89 00
1	S 4 6 0 4 0 K	" boxspring			
1	A 2 4 0 0 0 A	" frame			25 00
1	A 8 0 8 1 0 T W	ALL SALES FINAL SOLD AS IS NO WARRANTY GIVEN OR IMPLIED			39 00

MONTHLY RENTAL (EXCLUDE WAIVER & TAX)	SALESMAN CHECK ONE	TOTAL	Subtotal	1578 00
OPTION PRICE	RETAIL SALE <input checked="" type="checkbox"/>	SALES TAX	THIS	
LESS: DISCOUNT	CONVERSION SALE <input type="checkbox"/>	DELIVERY	100	
NET PRICE	DEALER SALE <input type="checkbox"/>	SUB TOTAL		
LESS: RENT CREDIT	SHORTAGE ON LEASE <input type="checkbox"/>	LESS SECURITY DEPOSIT APPLIED		
TOTAL PRICE ENTER TO TOP RIGHT	DISCARDED <input type="checkbox"/>	TOTAL BALANCE DUE		
	SKIPS <input type="checkbox"/>			

ARTICLES LISTED ABOVE ARE ACKNOWLEDGED AS BEING RECEIVED.

SIGNATURE

White=Office Copy

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Goldenrod=Customer Copy



TO:	FROM:
-----	-------

**Cort Furniture Rental**

Rt. 38E & Rt. 41, P.O. Box 476 1415 Walnut Street  
 Maple Shade, N.J. 08052 Philadelphia, PA 19102  
 609/235-4337 215/569-2424

PHONE:

DATE:

3/25/80

NAME:

Sold to

ADDRESS:

Mighty Music

CITY:

309 S. Broad

STATE:

SK

ZIP:

APT.:

Phila. PA

APT. NO.:

19107

FLOOR:

QTY.

PRODUCT NO.

DESCRIPTION

OFFICE  
USE ONLYPRICE/  
ITEM

SALES PRICE

1

L1109180T183

Teahouse = 2 door Table

199.00

MONTHLY RENTAL  
(EXCLUDE WAIVER & TAX)

OPTION: PRICE

LESS: DISCOUNT

NET PRICE

LESS: RENT CREDIT

TOTAL PRICE

ENTER TO TOP RIGHT

SALESMAN CHECK ONE

RETAIL SALE

CONVERSION SALE

DEALER SALE

SHORTAGE ON LEASE

DISCARDED

SKIPS

TOTAL

SALES TAX

DELIVERY

SUB TOTAL

LESS SECURITY

DEPOSIT APPLIED

TOTAL

BALANCE DUE

4391.00

263.46

30.00

4684.46

4283.78

4283.78

4283.78

4283.78

ARTICLES LISTED ABOVE ARE ACKNOWLEDGED  
AS BEING RECEIVED.

SIGNATURE

White=Office Copy

Yellow=Store Copy

Pink=Delivery Copy

Goldenrod=Customer Copy

CORT FURNITURE RENTAL  
 P.O. Box 478 - Route #38E & Route #41  
 Maple Shade, New Jersey 08052  
 (609) 235-4357

NO 007157  
 DATE 19

RECEIVED FROM Mrs. Mary  
 THE SUM OF Four Hundred and 63/100 DOLLARS \$ 400.63

FOR

AMOUNT OF ACCOUNT \$  
 AMOUNT PAID . . . . \$ 400.63  
 BALANCE DUE . . . . \$  
☐ CASH ☐ CHECK ☐ M.O.

Thank You! B. M. M. M. M.

# **Exhibit I**



<u>Song/Writer</u>	<u>Song</u>	<u>Artist</u>	<u>Copyright Renewal No./ Reference No.</u>	<u>Original Copyright</u>	<u>Year</u>
McFadden & Whitehead	"Ain't no stopping us now"	McFadden White head	None	PA0000047091 PAu000094393	1979
McFadden & Whitehead	"Back Stabbers."	O'Jays	RE0000820299	EP0000306867	1972
McFadden & Whitehead	"Wake up everybody"			EU0000593155	1975
McFadden & Whitehead Kenneth Gamble Leon Huff	"I'll always love my mama"	McFadden & Whitehead	RE0000841679	EU 0000405747	1973
Mc Fadden & Whitehead	"Little bit more"	Freddie Jackson	PA0000316431 (supplemented)	PA0000304460	1986
McKinney/Vitali Mc Fadden & Whitehead	"Where are all of my friends"	Harold Melvin & The Blue Notes	RE0000857964	EU0000514754	1974
Mc Fadden & Whitehead	"Tell the world how I feel about 'cha baby"	Harold Melvin & The Blue Notes	V2553P097	EU593152	1960
Mc Fadden & Whitehead	"Let's Groove"	Archie Bell & The Drells	RE0000875327	EU0000624763	1977
Mc Fadden & Whitehead	"Summertime and I'm feeling mellow"	MFSB	V2223P516	EU687588	1986
Mc Fadden & Whitehead	"Standing Right Here"	Melba Moore	V2553P084	EU801415	1977
Mc Fadden & Whitehead	"I'll always love my mama"	McFadden & Whitehead	RE0000841679	EU0000405747	1973

## Warner

Date	Notes	Amount
April-June 1997	McFadden	\$ 8,754.98
July-Sept 1997	McFadden including 2540 bonus account	\$ 17,918.97
Oct-Sep 1997	McFadden	\$ 12,092.31
Oct-Dec 1996	McFadden	\$ 9,777.76
April-June 1996	McFadden	\$ 7,995.00
July-Sept 1996	McFadden	\$ 23,563.16
July-Dec 1995	McFadden	\$ 13,027.76
Jan-March 1996	McFadden	\$ 11,238.77
Jan-March 1998	McFadden	\$ 8,828.78
July-Sept 1998	McFadden	\$ 14,430.57
Jan-March 1997	McFadden	\$ 11,310.82
April-June 2001	McFadden	\$ 8,693.74
July-Sept 1997	McFadden	\$ 17,918.97

## BMI

Date	Notes
10/22/99	McFadden full year 1999: \$21,203.99
7/18/97	McFadden BMI Feature
12/18/97	McFadden BMI Foreign
3/31/97	McFadden BMI Feature
10/22/99	McFadden full year 1999 statement: \$21,203.99
7/11/2001	McFadden 3/4 year 2001 statement: \$17,067.11
10/23/98	McFadden full year 1998 statement: \$19,412.88
4/22/99	McFadden 1/2 year: \$11,159.11
7/23/99	McFadden 3/4 year 1999 statement: \$14,919.11

## BMI

Date	Notes	Amount
July 11 2001	McFadden 3/4 of 2001 total: \$17,064.76	\$ 4,447.90
Oct 23 1998	McFadden total 3/4 of a year \$19,422.16	\$ 4,319.37
April 17 1998	McFadden US feature Quarter Ending 9/30/07	\$ 1,250.49
June 18 1998	McFadden Foreign Royalty Statement	\$ 9,664.16
Apr 22 1999	McFadden 1/2 year payments: \$11,159.10	\$ 5,810.74
Jul 23 1999	McFadden 3/4 year 1999: \$14,994.67	\$ 3,835.56
Dec 18 1997	McFadden Writer 1997 royalties	\$ 5,485.16
Dec 31 1996	McFadden BMI feature McFadden	\$ 974.93
Mar 31 1997	McFadden BMI feature McFadden	\$ 1,234.73

Warner

Date
April-June 1996
3/31/96
1/28/99
5/4/99
5/11/95
5/11/95-6/30/95
1/26/00
Jan-March 1999
Jul-Sept 1999
Oct-Dec 1998
Jan-March 2001
Jan-March 1997

## Warner

Notes	Amount
McFadden	\$ 7,995.00
McFadden	\$ 3,261.00
McFadden check date for period ending 12/31/99	\$ 6,156.50
McFadden Period ending on 3/31/99	\$ 5,803.07
McFadden First Quarter 1995	\$ 20,876.36
McFadden Second Quarter 1995	\$ 1,121.31
McFadden Period ending 12/31/99	\$ 7,354.01
McFadden Total royalties	\$ 12,303.07
McFadden	\$ 22,292.26
McFadden Bonus Account	\$ 1,548.24
McFadden Period ending 03/31/01	\$ 6,707.75
McFadden	\$ 11,310.82

## Warner

Date	Notes	Amount
1/26/00	McFadden	\$ 7,354.01
6/30/01	McFadden period April-June 2001	\$ 8,693.74
1/28/99	McFadden Period ending 12/31/99	\$ 6,156.50
05/31/01	McFadden Period ending 3/31/99	\$ 5,803.07
6/30/95	McFadden April-June 1995 McFadden	\$ 1,121.31
6/30/95	McFadden July-Sept 1992	\$ 10,071.63
6/30/95	McFadden transfer to main account	\$ 224.28
9/30/92	McFadden July-Sept 1992 includes bonus 12/91, 3/92 & 6/92	\$ 10,071.63
3/31/92	McFadden Jan-March 1992	\$ 1,901.53
6/30/91	McFadden April 1991-June 1991	\$ 3,365.69
6/30/93	McFadden 1/93-6/93	\$ 6,801.48
9/30/93	McFadden 1/93-6/93	\$ 1,702.37
3/31/01	McFadden Jan-March 2001	\$ 5,858.04

## Warner

<b>Artist</b>	<b>Notes</b>	<b>Amount</b>
Whitehead	Whitehead 1995 tax return Total Royalties	\$ 49,104.00
Whitehead	Whitehead 1995 Warner 1099	\$ 33,651.36
Whitehead	Whitehead 1995 tax return - Warner 1099	\$ 15,452.64
Whitehead	Whitehead 1996 Total Royalties	\$ 77,576.00
Whitehead	Whitehead 1996 Warner Breakout	\$ 56,095.77
Whitehead	Whitehead 1996 BMI Breakout	\$ 19,696.32
Whitehead	Whitehead 1997 Total Royalties	\$ 74,717.00
Whitehead	Whitehead 1998 Total Royalties	\$ 62,171.00



### Warner

<b>Date</b>	<b>Notes</b>	<b>Amount</b>
Jan-May 1999	McFadden	\$ 5,890.00
April-June 1999	McFadden	\$ 5,097.51
July-Sept 1999	McFadden	\$ 22,292.26
Oct-Dec 1999	McFadden	\$ 7,354.01
Oct-Dec 1998	McFadden	\$ 6,560.50
Jan-March 1998	McFadden	\$ 6,828.70
April-June 1998	McFadden	\$ 4,844.82
Jan-March 1997	McFadden	\$ 9,310.82
April-June 1997	McFadden	\$ 8,754.98
July-Sept 1997	McFadden	\$ 17,918.97
Oct-Dec 1997	McFadden	\$ 12,092.31
Oct-Dec 1996	McFadden	\$ 9,777.76
3/31/99	McFadden	\$ 5,803.07
12/31/99	McFadden	\$ 6,156.50
1/26/00 for 12/31/99	McFadden	\$ 7,354.01

## BMI

Date	Notes	Amount
10/23/98	McFadden	\$ 4,319.37
5/22/98	McFadden US Features	\$ 95.22
4/22/99	McFadden 1/2 year \$11,159.11	\$ 5,810.74
1/23/99	McFadden 3/4 year in 1999: \$14,994.67	\$ 3,835.56
10/22/99	McFadden Full year 1999: \$12,203.09	\$ 6,208.42

## BMI

Date	Notes	Amount
6/25/93	Whitehead Foreign	\$ 5,949.03
9/2/93	Whitehead US Feature	\$ 898.31
4/6/93	Whitehead April-June 1993	\$ 7,560.53
11/20/92	Whitehead US Feature	\$ 679.36
July-Sept 1992	Whitehead	\$ 8,059.89
1/21/00	Whitehead	\$ 6,640.82

## BMI

Date	Notes	Amount
6/25/93	Whitehead Foreign	\$ 5,949.03
12/31/92	Whitehead US Features	\$ 898.31
3/31/92	Whitehead US	\$ 679.36
Oct-00	Whitehead Full year \$24,770.11	\$ 6,717.15
9/31/92	Whitehead US Feature	\$ 838.13
1/26/01	Whitehead	\$ 5,595.53
1/18/02	Whitehead US Feature	\$ 964.94
2/20/01	Whitehead First half by \$12,309.94	\$ 6,794.41
1/21/00	Whitehead	\$ 6,640.82
1/21/00	Whitehead 1/2 year 2000: \$18,052.96	\$ 5,464.34
Oct-00	Whitehead Full year 2000 \$24,770.11	\$ 6,717.15
9/30/92	Whitehead US Feature	\$ 838.13
1/21/01	Whitehead	\$ 5,595.53
1/18/02	Whitehead	\$ 8,877.34
6/30/92	Whitehead US Features	\$ 964.94
4/20/01	Whitehead 1/2 year: \$12, 589.94	\$ 6,794.41

## Warner

Date	Notes	Amount
4/6/93	Whitehead Bonus 9/30/90-12/31/92	\$ 7,560.53
1/2/93	Whitehead 12/31/92- paid 1/26/93	\$ 2,301.85
Jan-March 1999	Whitehead	\$ 12,347.36
Apr-Jun 2000	Whitehead	\$ 15,274.41
Jan-March 2000	Whitehead	\$ 7,897.87
5/4/99	Whitehead Period ending 3/31/99	\$ 5,847.36
July-Sept 1999	Whitehead	\$ 24,812.26
Oct-Dec 1997	Whitehead Paid 1/23/98	\$ 12,092.06
July-Sept 1999	Whitehead	\$ 24,812.26
Jan-March 2001	Whitehead	\$ 8,403.00
Oct-Dec 2000	Whitehead	\$ 4,599.93
1/21/00	Whitehead	\$ 6,640.32
1/21/00	Whitehead	\$ 5,464.54
Oct-Dec 2001	Whitehead	\$ 3,674.71
Oct-Dec 1999	Whitehead	\$ 7,354.01

## Warner

Date	Notes	Amount
Jan-March 1996	Whitehead	\$ 16,291.64
Oct-Dec 1995	Whitehead	\$ 6,211.63
4/6/00	Whitehead Advance \$5,000	
Jan-March 1997	Whitehead	\$ 11,348.83
Oct-Dec 2001	Whitehead	\$ 3,674.77
April-Jun 1998	Whitehead	\$ 5,844.88
July-Sept 1999	Whitehead	\$ 10,273.21
1/24/94	Whitehead check date	\$ 2,322.59
Jun-93	Whitehead	\$ 2,272.87
Jul -Sept 1992	Whitehead	\$ 8,059.69
9/30/90-12/31/92	Whitehead Bonus check 4/16/03	\$ 7,560.53
12/31/92	Whitehead	\$ 2,301.85
Jan-March 1999	Whitehead	\$ 12,347.36
6/30/92	Whitehead	\$ 1,837.74
Nov 7 2001	Whitehead Advance \$5,000	
April-June 2000	Whitehead	\$ 12,774.41
Mar 31 2001	Whitehead Period	\$ 5,503.57
Oct-Dec 2000	Whitehead	\$ 4,599.93
Jan-Mar 1997	Whitehead	\$ 11,348.83
Oct-Dec 1997	Whitehead	\$ 12,092.06
Oct-Dec 1996	Whitehead	\$ 9,777.77
Jul -Sept 1999	Whitehead	\$ 24,812.26
Jan-March 1996	Whitehead	\$ 16,291.44

## Warner

Date	Notes	Amount
Oct-Dec 1995	Whitehead	\$ 6,211.63
9/06/00	Whitehead Advance \$5,000	
2/14/02	Whitehead Advance \$3,000	
10/23/00	Whitehead 9/30/00	\$ 4,444.32
Oct-Dec 2009	Whitehead Paid 1/21/00	\$ 7,354.01
Oct-Dec 1998	Whitehead	\$ 7,656.00
Jul-Sept 1999	Whitehead	\$ 24,812.26
April-June 1992	Whitehead	\$ 1,903.69
12/31/00	Whitehead Advance \$5,000	
April-June 2000	Whitehead	\$ 15,274.41
2001-05-02	Whitehead Ending 3/31/01	\$ 5,503.57
Jan-March 2000	Whitehead	\$ 7,897.87
3/31/99	Whitehead Paid 5/4/99	\$ 5,847.36
Oct-Dec 2001	Whitehead	\$ 3,674.77
Apr-Jun 1998	Whitehead Paid 7/17/98	\$ 5,844.88
April-June 1994	Whitehead	\$ 8,942.11
Jul-Sept 1994	Whitehead	\$ 10,273.28
Oct-Dec 1993	Whitehead	\$ 8,531.41

## McFadden & Whitehead Publisher's Share

BMI 5 Year Average =	\$ 21,319.47	x 2 =	\$42,638.94
Warner 5 Year Average =	\$ 47,320.75	x 2 =	\$94,641.50
Total:	\$ 68,640.22	x 2 =	\$137,280.44
Total x 8 = Purchase Price		x2 =	\$1,098,243.50



## McFadden & Whitehead

### Writer's Share

BMI Three Year Average =	\$ 19,682.75	x 2 =	\$39,365.50
Warner Three Year Average =	\$ 52,463.02	x 2 =	\$104,926.04
Total:	\$ 72,145.77	x 2 =	\$144,291.54
Total x 6 = Purchase Price			\$865,749.24

## McFadden & Whitehead

Foreign v. Domestic Earnings  
Historical Five (5) year Average

Domestic  
30%

Foreign  
70%

Performance Income v. Mechanicals and Sync  
Historical Three (3) year Average  
Writer's Share

Performance Income

27%

Mechanicals and Sync Income

73%

Performance Income v. Mechanicals and Sync  
Historical Five (5) year Average  
Publisher's Share

Performance Income

31%

Mechanicals and Sync Income

69%

# **Exhibit J**

BS+ (L)

Whitehead

1995 + AR return total royalties \$49,104

Whitehead

1995 WARNER 1099

— 33,651.36

Whitehead

1995 BMI

= 0

1996

Total Royalties 77,576

Whitney

1996

WARNER

Breakout } 56,095.77

Whitehead

1996 BMI

19,696.32

Whitehead

1997

total Royalties 74,717

Whitehead

1998

total Royalties 62,171

W. W. W. W.  
McFadden

April - June 1997 8,754.98

July - Sept 1997 <sup>McFadden</sup> ~~14,356.~~  
includes 17,918.97  
254<sup>0</sup>  
bms out

Oct Sept 1997 <sup>McFadden</sup> 12,092.31

Oct - Dec 1996 9,777.76

April - June 1996 <sup>McFadden</sup> 799.5<sup>00</sup>  
<sup>McFadden</sup>

July - Sept 96 23,563.16

7/95 - 12/95 <sup>McFadden</sup> 13,027.76

Jan - March 1996 <sup>McFadden</sup> ~~3261.~~  
substituted  
total 11,238.77

Jan - March 1998 <sup>McFadden</sup> ~~6828.78~~  
8,828.78

July - Sept 98 → 14,430.57

Jan - March 97 11,310.52

April - June 2000 <sup>McFadden</sup> 8,693.74  
<sup>McFadden</sup>

July → September 1997 17,918.97

BMI

McFadden		
10/22/99	McFadden	6,208.42
	full year 1999	\$ 21,203.99
July 18, 1997	BMI Feature McFadden	977.93
Dec 18, 1997	BMI Foreign McFadden	\$ 5,485.16
3/31/97	BMI Feature	1247
10/22/99	McFadden BMI	6,208.42
	full year as per statement 1999	
	\$ 21,203.09	
July 11, 2001	McFadden	4,447.96
	full 3/4 year 2001	
	\$ 17,064.76	
Oct 23, 1998	McFadden	4,319.37
	Full year 1998 BMI	
	\$ 19,422.16	
4/22/99	McFadden	\$ 5,810.74
	1/2 year - 11,159.11	
7/23/99	McFadden	\$ 3,835.56
	3/4 year 1999 - \$ 14,994.67	



Bing  
Carm M. Fadden

① July 11, 2001

\$4,447.96

NOTE 3<sup>rd</sup> quarter of 2001 Total  
\$17,064.76

~~Jan - March 1992~~

129

Oct 22, 1997 McFadden

total program

4,319.37

Oct 23, 1998 McFadden

total 3144 year 19,422.16

6/30/97

US Federal McFadden

1,250.49

7/17/98

US Federal McFadden

6/18/98

FORNIGN McFadden  
Royalty  
Statement

\$9,664.16

4/22/99

3rd year total  
McFadden

\$5,810.74

1/2 year 4th

1999 Bing program \$11,159.11

7/23/99

McFadden

\$3,835.56

3/4 of year 1999 - \$14,994.67

Bing Foreign Royalties

\$5,485.16

Dec 18, 1997 until 1997 Royalties

12/31/96

Bing Federal McFadden

9,749.3

3/31/97

Bing Federal McFadden

\$1,234.73

WARNER

April to June 1996

McFadden

7995-

3/31/96

3,261

1/28/99  
12/31/99not checked date ~~was~~ buty like KMR  
check for period ending Dec 31, 1999

6,156.50

5/4/99

for period ending

3/31/99

5,803.07

5/11/99

First quarter 1999

20,876.36

6/30/99

2nd quarter 1999

1121.31

check date

1/26/00

period ending  
12/31/99

7,354.01

Jan - March 1999

12,303.07

July - Sep 1999

22,292.76

Oct → Dec 1998

Bonus act

1,548.24

Jan - March 2001

JA

~~5858.04~~

6707.75

Jan - March 1997

McFadden

11,310.82

1/26/00 check	W. A. McFadden	7,354.01
4th quarter - end Dec 31, 1999	Gen McFadden	
	Gen McFadden	8,693.74
Period April - June 2001		
6/30/01		
1/28/99	period entry 12/31/99	6,156.50
5/03	period entry 3/31/99	5,803.07
6/30/98	April - June 1998 McFadden	11,011.31
6/30/95	McFadden transfer to management	224.28
9/30/92	McFadden July - Sept 1992 includes bonus 12/91 1/3/92 & 6/92 statement	10,071.65
3/31/92	ZAW - March 1992	1,901.53
6/30/91	McFadden April 1991 - June 1991	3,365.69
*	McFadden 1/93 - 6/93	6,801.48
	1/93 - 6/93	17,021.32
3/31/01	Jan - March 2001 McFadden	5,858.04

JAN → Mar 1997

April - June 1997

July 97 - Sept 1997

Oct → Dec 1997

Oct - Dec 1998

JAN → Mar 1998

April → June 1998

JAN → Mar 1997

April → June 97

July → Sept 1997

Oct + Dec 97

Oct - Dec 1996

3/31/99

12/31/99

12/31/00

12/31/99 or 2000

for 12/31/99

58903

5097

22,292

7354

6,56

6828

4844

9310

8754

17,918

12,092

9777

5803

6156

7,354.01

Oct 23, 1998  
May 22, 1998  
April 22, 1997  
1 1/2 yrs 11,555.11

B.M.  
McFadden  
US Fed'n

T/23/99

3 1/4 yrs 199 14,594.67

10/22/99

full yr 1999 - 21,203.09

\$4,319.37  
95.22  
5,810.74

3,835.56

6,208.41

6/25/93 BMT whitehead  
 9/9/93 foreign  
 9/9/93 U.S. feature  
 4/4/93 April June 93  
 11/20/92 U.S. feature  
 July - Sept 92  
 9/30/  
 Jan 21, 2000

\$5,949.<sup>03</sup>

898<sup>31</sup>

7560<sup>53</sup>

679<sup>36</sup>

8059<sup>89</sup>

6,640<sup>82</sup>

BMT		
BMC foreign <u>whitehead</u>	01/07/93	5,949.03
Dec 31 1992	US feature	898.31
BMT	3/31/92	672.56
	US feature	
<del>Oct 2000</del>	BMT 6,717.15 →	
Full year 2000	\$24,770.11	858.13
9/30/92	US feature	
JAN 26/2001		5,595.53
JAN 18, 2002		\$8,877.34
6/30/92	US feature	964.94
April 20, 2001		6,794.41
First half of 2001		
July 23, 1999	12,389.94	
	Page 1 with the person we have paid	
JAN 21, 2000		6,640.82
July 21, 2000		5,464.34
Oct 2000	1/2 year 2000 = 18,052.96	6,717.15
	Full year 2000 BMT	
9/30/92	24,770.11	838.13
JAN 21/2001	US feature	5,595.53
JAN 18, 2002		8,877.34
6/30/92	US feature	964.94
4/20/2001	1/2 year 2001 12,389.94	6,794.41

4/6/93  
 1/26/93  
 JAN - mch 1999  
 April - June 2000  
 JAN - mch 2000  
 5/4/99 . per July 31/99  
 - July -> Sept 1999  
 Oct 99 -> Dec 99 per 11/23/98  
 July - Sept 99 per 10/22/99  
 JAN mch 2001  
 Oct - Dec 2000  
 JAN 21, 2000  
 July 21, 2000  
 Oct -> Dec 2001  
 Oct + Dec 99.

Warner White  
 Born 9/30/90 - 12/31/92  
 12/31/92 per 1/26/93

1207  
 7560<sup>53</sup>  
 2,301<sup>85</sup>  
 12,347<sup>36</sup>  
 15,274<sup>41</sup>  
 7,897<sup>82</sup>  
 5,847<sup>36</sup>  
 24,812<sup>26</sup>  
 12,092<sup>66</sup>  
 24,812.26  
 8403<sup>64</sup>  
 4,599<sup>73</sup>  
 6,640<sup>32</sup>  
 5464<sup>54</sup>  
 3677<sup>27</sup>  
 7,1354.01



white w/white  
JAN - March 1996 -  
Oct → Dec 1995 -

\$16,291.<sup>44</sup>  
\$16,211.<sup>63</sup>

PA 77  
Box 2

9/6/00 Admire \$5k

JAN → March 1997

11,348.<sup>83</sup>  
- \$3,674.<sup>77</sup>

Oct - Dec 2001

5,844.<sup>88</sup>

April - June 1998

10,273.<sup>88</sup>

July - Sept 1997

2,322.<sup>59</sup>

1/24/97 del date

2,077.<sup>87</sup>

7/93 w/white

8,059.<sup>69</sup>

7/92 - 9/92

7,560.<sup>53</sup>

9/30/90 - 12/31/92 Bomer  
del  
4/6/03

2,301.<sup>85</sup>

12/31/92

12,347.<sup>36</sup>

JAN - March 1999 -

1,887.<sup>74</sup>

6/30/92

\$5k where

11/07

12,774.<sup>41</sup>

April - June 2000

5,503.<sup>57</sup>

March 31, 2001 permt

4,599.<sup>93</sup>

Oct 96 → Dec 2000

11,348.<sup>83</sup>

JAN - March 97

12,092.<sup>86</sup>

Oct - Dec 1997

9,777.<sup>77</sup>

Oct → Dec 1996

24,812.<sup>26</sup>

July - Sept 1999 →

16,291.<sup>44</sup>

JAN → March 1996 →

Whithead Whiner

Oct → Dec 1945

6211<sup>63</sup>

9/06/2000

5k advance

2/14/2002

\$3k Advance

Pennsylvania 200

500 \$ Five Hundred amount

10/23/00 9/30/2000 →

4,444<sup>32</sup>Oct → Dec 1999 -  
paid at 11/21/007,354<sup>01</sup>

Oct to Dec 1998

7656

10/22/99 July → Sept 1999 -

24,812<sup>26</sup>4/17/92  
April-June 92 19921903<sup>69</sup>

12/3/00 11/02

\$5k advance

April → June 2000

15,274<sup>41</sup>

5/02/01 - enter 3/31/01

5,503<sup>57</sup>

Jan - March 2000

7,897<sup>87</sup>

3/31/99 period paid 5/4/99

5,847<sup>36</sup>

Oct → Dec 2001

3,674<sup>77</sup>

April → June 1998 paid 7/17/98

5,844<sup>88</sup>

April - June 94

8,942<sup>11</sup>

July → Sept 1994

10,273<sup>28</sup>

Oct → Dec 93

8,531<sup>41</sup>

# **Exhibit K**

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of the  
United  
States

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OF  
CONGRESS

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Librarian for  
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2553

29

VOLUME

PAGE

2553

128

Certificate of Recordation  
C-762 March 1989 - 50,000

2. The aforesaid shall be effective as of April 1, 1990.

**MIGHTY THREE MUSIC  
a/k/a ROSE TREE MUSIC AND  
MIGHTY THREE SONGWRITERS**

**By:**

By:

LEON W. HUFF,  
General Partner

By

THOMAS R. BELL,  
General Partner

VOL. 2553 PAGE 094

Page 65

978. STAIRWAY TO HEAVEN	Eu 614123	Kenny Gamble
979. STAND UP	Eu 766663	Kenny Gamble Leon Huff
980. STANDING AT THE END	Eu 593150	Mike Burton Phillip Terry
981. STANDING RIGHT HERE	Eu 801415	John Whitehead Gene McFadden Victor Carstarphen
982. STANDING, WAITING FOR YOUR LOVE	Eu 761151	Mary Well Cecil Womack
983. STAR GAZER	Eu 624769	Dexter Wansel
984. STARRY EYED GIRL	Eu 761152	Bill Lamb
985. START ALL OVER	Eu 484730	Kenny Gamble Neil Larson
986. START THE FIRE	Pau 120784	Phillip Pugh
987. STAY	Pau 169811	Leroy Bell Casey James
988. STAY TOGETHER	Eu 720821	John Whitehead Gene McFadden Victor Carstarphen
989. STAY WITH ME	Pau 50673	Frank Brunson David Thompson
990. STILL WAITING FOR THE LIGHT	Eu 600552	Derek Floyd Cyndi Floyd
991. STOP AND THINK	Eu 495513	Ronnie Baker
992. STOP AND THINK IT OVER	Eu 631268	Sherman Marshall Joseph Jefferson
993. STOP TAKING MY LOVE FOR GRANTED	Eu 469668	Bruce Hawes Phil Terry
994. STRAIGHT AHEAD	Eu 670363	Sam Peaks
995. STRATEGY	Pau 62740	John Whitehead Gene McFadden Jerry Cohen

WL2553 PAGE 097

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1026. THE TASTE OF LOVE	Eu 717296	Bunny Sigler James Sigler Theodore Life
1027. TAXI-GREYHOUND STATION	Eu 585596	Phillip Terry Michael Burton
1028. TEARS IN MY EYES	Eu 670364	Felton Pilate
1029. TEDDY'S RAP	Pau 169449	Teddy Pendergrass
1030. TELLING IT LIKE IT IS	Eu 577828	Vinnie Barrett Bobby Eli
1031. TELL ME WHAT'S WRONG WITH YOU	Eu 702364	Bunny Sigler
1032. TELL ME WHO CAN SAY	Eu 435349	Roland Chambers Karl Chambers
1033. TELL ME WHY	Eu 858307	Dexter Wansel Cynthia Biggs
1034. TELL THE TRUTH	Pau 94283	Ted Wortham Cynthia Biggs
1035. TELL THE WORLD HOW I FEEL ABOUT CHA BABY	Eu 593152	Gene McFadden John Whitehead Victor Carstarphen
1036. TEN PERCENT	Eu 699387	Allan Felder Talmadge Conway
1037. THANK GOD FOR LOVE	Eu 667845	Jean Thomas
1038. THANKS FOR SAVING MY LIFE	Eu 456372	Kenny Gamble Leon Huff
1039. THANK YOU	Eu 567772	Allan Felder Norman Harris
1040. THANK YOU BABY FOR LAST NIGHT	Eu 702363	Bunny Sigler Bruce Gray
1041. THANK YOU (FOR THIS BLESSING)	Pau 92530	Beatrice Rivers Frankie Smith
1042. THANK YOU MISS SCOTT	Pau 175570	Jack Faith



FORM E

## Application for Registration of a Claim to Copyright

CLASS	REGISTRATION NO.
<b>E</b>	<b>P 306867</b>
DO NOT WRITE HERE EP EU	

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(b) If published, two copies of the best edition of the work and the registration fee of \$6.

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ASSORTED MUSIC

350 South Broad Street, Philadelphia, Pa. 19102

"BACK STABBERS"

(Give the title of the musical composition as it appears on the copies)

Citizenship and domicile information must be given for each author. If a work is made for hire, the employer is the author. If the work is made for hire, the employer is the author. If the work is made for hire, the employer is the author.

Authors include composers of music, authors of words, arrangers, compilers, etc. If the copyright claim is based on new matter (see line 5) give information about the author of the new matter.

John Huff

Legal name followed by pseudonym if latter appears on the copies

Citizenship: U.S.A. ☒ Other (Name of country)

U.S.A. Yes ☒ No Address 21 Meryl Lane, Cherry Hill, N.J.

Author of Words & Music (State which: words, music, arrangement, etc.)

Jane McFadden

Legal name followed by pseudonym if latter appears on the copies

Citizenship: U.S.A. ☒ Other (Name of country)

U.S.A. Yes ☒ No Address 4314 N. 15th St. Phila., Pa.

Author of Words & Music (State which: words, music, arrangement, etc.)

John Whitehead

Legal name followed by pseudonym if latter appears on the copies

Citizenship: U.S.A. ☒ Other (Name of country)

U.S.A. Yes ☒ No Address 2443 N. 11th St. Phila., Pa.

Author of Words & Music (State which: words, music, arrangement, etc.)

NOTE: Leave all spaces of line 4 blank unless your work has been PUBLISHED.

Date of Publication: Give the date when copies of the work were first placed on sale, or the date when the work was performed should not be confused with the date of publication. NOTE: The full date (month, day, and year) must be given.

or printed, or the date when the work was performed should not be confused with the date of publication. NOTE: The full date (month, day, and year) must be given.

November 29, 1972

(Month) (Day) (Year)

Date of Publication: Give the name of the country in which this particular version of the work was first published.

UNITED STATES AND CANADA SIMULTANEOUSLY

NOTE: Leave all spaces of line 5 blank unless the instructions below apply to your work.

Registration or Publication: If a claim to copyright is based on a substantial part of this work was previously published in the U.S. Copyright Office in unpublished form,

or if any substantial part of the work was previously published anywhere, give requested information.

Previously registered? Yes No Date of registration Registration number

Previously published? Yes No Date of publication Registration number

Is there any substantial NEW MATTER in this version? Yes No If your answer is "Yes," give a brief general description of the nature of the NEW MATTER in this version. (New matter may consist of compilation, arrangement, adaptation, revision, and the like, as well as additional words and music.)

EXAMINER

Complete all applicable spaces on next page



6. If registration fee is to be charged to a deposit account established in the Copyright Office, give name of \_\_\_\_\_

7. Name and address of person or organization to whom correspondence or refund, if any, should be sent:

Name Same As Below

Address \_\_\_\_\_

8. Send certificate to:

(Type or  
print  
name and  
address)

Name

ASSORTED MUSIC

Address

250 South Broad St., Suite 611

(Number and street)

Philadelphia, Pennsylvania

(City)

(State)

19102

(ZIP code)

### 9. Certification:

(Application not  
acceptable  
unless signed)

I CERTIFY that the statements made by me in this application are correct to the best of my knowledge.

*Francine Schwartz*  
Francine Schwartz, Copyright Dept.

(Signature of copyright claimant or duly authorized agent)

### Application Forms

Copies of the following forms will be supplied by the Copyright Office without charge upon request.

Class A Form A—Published book manufactured in the United States of America.

Class A Form A-B Foreign—Book or periodical manufactured outside the United States of America (except works under the ad interim provisions of the copyright law).

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Class D Form D—Dramatic or dramatico-musical composition.

Class E Form E—Musical composition the author of which is a citizen or domiciliary of the United States of America which was first published in the United States of America.

Class E Form E Foreign—Musical composition the author of which is not a citizen or domiciliary of the United States of America and which was not first published in the United States of America.

Class F Form F—Map.

Class G Form G—Work of art or a model or design for a work of art.

Class H Form H—Reproduction of a work of art.

Class I Form I—Drawing or plastic work of a scientific or technical character.

Class J Form J—Photograph.

Class K Form K—Print or pictorial illustration.

Class K Form KK—Print or label used for an article of merchandise.

Class L or M Form L-M—Motion picture.

Form R—Renewal copyright.

Form U—Notice of use of copyrighted music on mechanical instruments.

### FOR COPYRIGHT OFFICE USE ONLY

Application received

One copy received

Two copies received

Fee received

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# Application

## Registration of a Claim to Copyright

FORM E

REGISTRATION NO.

EU 801415

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EP EU

CLASS

E

musical composition the author of which is a citizen or domiciliary of the United States of America or which was first published in the United States of America

Instructions: Make sure that all applicable spaces have been completed before you submit the form. The application must be completed at line 9. For published works the application must not be submitted until after the date of publication given in line 4(a), and should state the facts which existed on that date. For further information, see page 4.

Lines 1 and 2 should be typewritten or printed with pen and ink. Lines 3 and 4 should contain exactly the same information as lines 1 and 2, and may be carbon copies.

Copyright Claimant(s) and Address(es): Give the name(s) and address(es) of the copyright owner(s). The name(s) should be the same as in the notice of copyright on the copies deposited.

Mail all pages of the application to the Register of Copyrights, Library of Congress, Washington, D.C. 20559, together with:

(a) If unpublished, one complete copy of the work and the registration fee of \$6.

(b) If published, two copies of the best edition of the work and the registration fee of \$6.

Make your remittance payable to the Register of Copyrights.

MIGHTY THREE MUSIC

309 S. Broad St.

Phila., Pa. 190 19107

"STANDING RIGHT HERE"

(Give the title of the musical composition as it appears on the copies)

Author: Citizenship and domicile information must be given. Where a work was made for hire, the employer is the author. The citizenship of organizations formed under U.S. law or State law should be stated as U.S.A.

Authors include composers of music, authors of words, arrangers, compilers, etc. If the copyright claim is based on new matter (see line 5) give information about the author of the new matter.

John Whitehead

(Give legal name followed by pseudonym if latter appears on the copies)

Citizenship: U.S.A. ☒ Other (Name of country)Resided in U.S.A. Yes ☒ No

Address 98 Hampstead Rd, Ambler, Pa.

Author of words/music (State which: words, music, arrangement, etc.)

Gene McFadden

(Give legal name followed by pseudonym if latter appears on the copies)

Citizenship: U.S.A. ☒ Other (Name of country)Resided in U.S.A. Yes ☒ No

Address 5930 N. Park Ave, Phila., Pa.

Author of words/music (State which: words, music, arrangement, etc.)

Vic Carstarphen

(Give legal name followed by pseudonym if latter appears on the copies)

Citizenship: U.S.A. ☒ Other (Name of country)Resided in U.S.A. Yes ☒ No

Address 111 Cedar Ridge, Blackwood, NJ

Author of words/music (State which: words, music, arrangement, etc.)

NOTE: Leave all spaces of line 4 blank unless your work has been PUBLISHED.

Date of Publication: Give the date when copies of this particular version of the work were first placed on sale, sold, publicly distributed. The date when copies were made, or reproduced, or the date when the work was per-

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(Month) (Day) (Year)

Place of Publication: Give the name of the country in which this particular version of the work was first published.

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Previous Registration or Publication: If a claim to copy- in any substantial part of this work was previously made in the U.S. Copyright Office in unpublished form,

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Work previously registered? Yes No Date of registration

Registration number

Work previously published? Yes No Date of publication

Registration number

Is there any substantial NEW MATTER in this version? Yes No

If your answer is "Yes," give a brief general

statement of the nature of the NEW MATTER in this version. (New matter may consist of compilation, arrangement, adapta- editorial revision, and the like, as well as additional words and music.)

EXAMINER

Complete all applicable spaces on next page

6. If registration fee is to be charged to a deposit account established in the Copyright Office, give name of account:

MIGHTY THREE MUSIC

7. Name and address of person or organization to whom correspondence or refund, if any, should be sent:

same as below

Name

Address

8. Send certificate to:

(Type or  
print  
name and  
address) Address

MIGHTY THREE MUSIC

309 S. Broad St.

Phila., Pa. 19107

(Number and street)

(City)

(State)

(ZIP code)

### 9. Certification:

(Application not  
acceptable  
unless signed)

I CERTIFY that the statements made by me in this application are correct to the best of my knowledge.

*Constance Heigler*  
Constance Heigler - Publishing Administrator  
(Signature of copyright claimant or duly authorized agent)

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Class K Form K—Print or pictorial illustration.

Form KK—Print or label used for an article of merchandise.

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Class N Form N—Sound recording.

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• Form U—Notice of use of copyrighted music on mechanical instruments.

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JUL 12 1977

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Fee received

Renewal

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# Application

## Registration of a Claim to Copyright

FORM E

REGISTRATION NO.

Eu 687588

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CLASS

E

musical composition the author of which is a citizen or domiciliary of the United States of America or which was first published in the United States of America

Instructions: Make sure that all applicable spaces have been completed before you submit the form. The application must be SIGNED at line 9. For published works the application should not be submitted until after the date of publication given at line 4(a), and should state the facts which existed on that date. For further information, see page 4.

Pages 1 and 2 should be typewritten or printed with pen and ink. Pages 3 and 4 should contain exactly the same information as pages 1 and 2, and may be carbon copies.

Copyright Claimant(s) and Address(es): Give the name(s) and address(es) of the copyright owner(s). The name(s) should be the same as in the notice of copyright on the copies deposited.

Mail all pages of the application to the Register of Copyrights, Library of Congress, Washington, D.C. 20559, together with:

(a) If unpublished, one complete copy of the work and the registration fee of \$6.

(b) If published, two copies of the best edition of the work and the registration fee of \$6.

Make your remittance payable to the Register of Copyrights.

MIGHTY THREE MUSIC

309 S. Broad St.

Phila., Pa. 19107

"SUMMERTIME &amp; I'M FEELING MELLOW"

(Give the title of the musical composition as it appears on the copies)

Authors: Citizenship and domicile information must be given. Where a work was made for hire, the employer is the author. The citizenship of organizations formed under U.S. law or State law should be stated as U.S.A.

Authors include composers of music, authors of words, arrangers, compilers, etc. If the copyright claim is based on new matter (see line 5) give information about the author of the new matter.

Victor Carstarphen

(Give legal name followed by pseudonym if latter appears on the copies)

Citizenship: U.S.A. ☒ Other (Name of country)

Cedar Ridge Apt. #M11

Blackwood, N.J.

Gene McFadden

(Give legal name followed by pseudonym if latter appears on the copies)

Citizenship: U.S.A. ☒ Other (Name of country)

5930 N. Park Ave.

Phila., Pa.

John Whitehead

(Give legal name followed by pseudonym if latter appears on the copies)

Citizenship: U.S.A. ☒ Other (Name of country)

2329 77th Ave.

Phila., Pa. 19150

NOTE: Leave all spaces of line 4 blank unless your work has been PUBLISHED.

(a) Date of Publication: Give the date when copies of this particular version of the work were first placed on sale, sold, publicly distributed. The date when copies were made, issued, or reproduced, or the date when the work was per-

formed or recorded, should not be confused with the date of publication. NOTE: The full date (month, day, and year) must be given.

(Month) (Day) (Year)

(b) Place of Publication: Give the name of the country in which this particular version of the work was first published.

NOTE: Leave all spaces of line 5 blank unless the instructions below apply to your work.

Previous Registration or Publication: If a claim to copyright in any substantial part of this work was previously entered in the U.S. Copyright Office in unpublished form,

or if any substantial part of the work was previously published anywhere, give requested information.

Work previously registered? Yes \_\_\_\_\_ No \_\_\_\_\_ Date of registration \_\_\_\_\_

Registration number \_\_\_\_\_

Work previously published? Yes \_\_\_\_\_ No \_\_\_\_\_ Date of publication \_\_\_\_\_

Registration number \_\_\_\_\_

Is there any substantial NEW MATTER in this version? Yes \_\_\_\_\_ No \_\_\_\_\_ If your answer is "Yes," give a brief general statement of the nature of the NEW MATTER in this version. (New matter may consist of compilation, arrangement, adaptation, editorial revision, and the like, as well as additional words and music.)

EXAMINER

Complete all applicable spaces on next page

1 M

6. If registration fee is to be charged to a deposit account established in the Copyright Office, give name of account.

7. Name and address of person or organization to whom correspondence or refund, if any, should be sent:

Name same as below

Address \_\_\_\_\_

8. Send certificate to:

(Type or  
print  
name and  
address) Address

**MIGHTY THREE MUSIC**

309 S. Broad St.

Phila., Pa. 19107

(Number and street)

(City)

(State)

(ZIP code)

**9. Certification:**

(Application not  
acceptable  
unless signed)

I CERTIFY that the statements made by me in this application are correct to the best of my knowledge.



**Renee Verker-Publishing Administrator**

(Signature of copyright claimant or duly authorized agent)

**Application Forms**

Copies of the following forms will be supplied by the Copyright Office without charge upon request:

Class A Form A—Published book manufactured in the United States of America.

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Class N Form N—Sound recording.

• Form R—Renewal copyright.

• Form U—Notice of use of copyrighted music on mechanical instruments.

**FOR COPYRIGHT OFFICE USE ONLY**

Application received

APR 22 1976

One copy received

APR 22 1976

Two copies received

Fee received

208401 APR 19 76

Renewal

## Application

## Registration of a Claim to Copyright

FORM E

REGISTRATION NO.

EU 624763

CLASS

E

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EP

EU

1. Give the name of the author of the work, and the name of the publisher, if any, and the name of the owner of the copyright, if different from the author or publisher. If the work is a joint work, give the names of all authors, publishers, and owners. If the work is a derivative work, give the name of the original work and the name of the author, publisher, and owner of the original work. If the work is a translation, give the name of the original work and the name of the author, publisher, and owner of the original work. If the work is a compilation, give the name of the original work and the name of the author, publisher, and owner of the original work. If the work is a new matter, give the name of the author, publisher, and owner of the new matter.

2. Make sure that all applicable spaces have been filled in. You submit the form. The application must be submitted until after the date of publication given on line 9. For published works the application should state the facts which existed on that date. For unpublished works, see page 4.

3. The application should be typewritten or printed with pen and ink. It should contain exactly the same information as the original, and may be carbon copies.

4. Statement(s) and Address(es): Give the name(s) and address(es) of the copyright owner(s). The name(s) should be the same as in the notice of copyright on the copies deposited.

MIGHTY THREE MUSIC

309 S. Broad St.  
Phila., Pa. 19107

Mail all pages of the application to the Register of Copyrights, Library of Congress, Washington, D.C. 20559, together with:

(a) If unpublished, one complete copy of the work and the registration fee of \$6.

(b) If published, two copies of the best edition of the work and the registration fee of \$6.

Make your remittance payable to the Register of Copyrights.

## LET'S GROOVE

(Give the title of the musical composition as it appears on the copies)

5. Citizenship and domicile information must be given. If the work was made for hire, the employer is the owner. If the work is a joint work, the citizenship of each author must be stated as U.S.A.

Authors include composers of music, authors of words, arrangers, compilers, etc. If the copyright claim is based on new matter (see line 5) give information about the author of the new matter.

John Huff

John McFadden

6. Legal name followed by pseudonym if latter appears on the copies

XX

U.S.A. Yes

XX

No

Address

5930 N. Park Ave.

Phila., Pa.

Whitehead

7. Legal name followed by pseudonym if latter appears on the copies

XX

U.S.A. Yes

XX

No

Address

2329 77th Ave.

Phila., Pa.

Carstarphen

8. Legal name followed by pseudonym if latter appears on the copies

XX

U.S.A. Yes

XX

No

Address

Cedar Ridge Apts.

Blackwood, N.J.

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17. Date of Publication: Give the date when copies of this work were first placed on sale, sold, distributed, or the date when the work was produced, or the date when the work was first

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20. Date of Publication: Give the date when copies of this work were first placed on sale, sold, distributed, or the date when the work was produced, or the date when the work was first

Citizenship: U.S.A.

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Complete all applicable spaces on next page

EXAMINER

21-2



6. If registration fee is to be charged to a deposit account established in the Copyright Office, give name of account.

7. Name and address of person or organization to whom correspondence or refund, if any, should be sent:

same as below

Name \_\_\_\_\_ Address \_\_\_\_\_

8. Send certificate to:

(Type or  
print  
name and  
address)

Name  
Address

MIGHTY THREE MUSIC

309 S. Broad Street

(Number and street)

Phila., Pa. 19107

(City)

(State)

(ZIP code)

### 9. Certification:

(Application not  
acceptable  
unless signed)

I CERTIFY that the statements made by me in this application are correct to the best of my knowledge.

*Renee Verker*  
Renee Verker-Copyright Administrator

(Signature of copyright claimant or duly authorized agent)

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### FOR COPYRIGHT OFFICE USE ONLY

Application received  
OCT 28 1975

One copy received  
OCT 24 1975

Two copies received

Fee received

8385 OCT 28 75

Renewal

RE 875-327

# Application

## Registration of a Claim to Copyright

FORM E

REGISTRATION NO.

EU 593152

CLASS

E

DO NOT WRITE HERE

musical composition the author of which is a citizen or domiciliary of the United States of America or which was first published in the United States of America

Instructions: Make sure that all applicable spaces have been filled before you submit the form. The application must be submitted until after the date of publication given on line 9. For published works the application must be submitted until after the date of publication given on line 9, and should state the facts which existed on that date. For further information, see page 4.

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MIGHTY THREE MUSIC

309 SOUTH BROAD ST

PHILA PA 19107

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(a) If unpublished, one complete copy of the work and the registration fee of \$6.

(b) If published, two copies of the best edition of the work and the registration fee of \$6.

Make your remittance payable to the Register of Copyrights.

"TELL THE WORLD HOW I FEEL ABOUT CHA BABY"

(Give the title of the musical composition as it appears on the copies)

Citizenship and domicile information must be given where a work was made for hire, the employer is the author. The citizenship of organizations formed under U.S. law or State law should be stated as U.S.A.

Authors include composers of music, authors of words, arrangers, compilers, etc. If the copyright claim is based on new matter (see line 5) give information about the author of the new matter.

GENE MCFADDEN

(Give legal name followed by pseudonym if latter appears on the copies)

Citizenship: U.S.A. ☒ Other (Name of country)

in U.S.A. Yes ☒ No Address 5930 N PARK AVE  
PHILA PA

Author of WORDS-MUSIC  
(State which: words, music, arrangement, etc.)

JOHN WHITEHEAD

(Give legal name followed by pseudonym if latter appears on the copies)

Citizenship: U.S.A. ☒ Other (Name of country)

in U.S.A. Yes ☒ No Address 2329 77th ST  
PHILA PA

Author of WORDS-MUSIC  
(State which: words, music, arrangement, etc.)

VIC CARSTARPHEN

(Give legal name followed by pseudonym if latter appears on the copies)

Citizenship: U.S.A. ☒ Other (Name of country)

in U.S.A. Yes ☒ No Address CEDAR RIDGE APTS #M11  
BLACKWOOD NJ

Author of WORDS-MUSIC  
(State which: words, music, arrangement, etc.)

NOTE: Leave all spaces of line 4 blank unless your work has been PUBLISHED.

Date of Publication: Give the date when copies of this version of the work were first placed on sale, sold, or distributed. The date when copies were made, reproduced, or the date when the work was per-

formed or recorded, should not be confused with the date of publication. NOTE: The full date (month, day, and year) must be given.

(Month) (Day) (Year)

Place of Publication: Give the name of the country in which this particular version of the work was first published.

NOTE: Leave all spaces of line 5 blank unless the instructions below apply to your work.

Registration or Publication: If a claim to copy- any substantial part of this work was previously made in the U.S. Copyright Office in unpublished form,

or if any substantial part of the work was previously published anywhere, give requested information.

previously registered? Yes No Date of registration

Registration number

previously published? Yes No Date of publication

Registration number

any substantial NEW MATTER in this version? Yes No If your answer is "Yes," give a brief general description of the nature of the NEW MATTER in this version. (New matter may consist of compilation, arrangement, adaptation, revision, and the like, as well as additional words and music.)

EXAMINER

Complete all applicable spaces on next page



6. If registration fee is to be charged to a deposit account established in the Copyright Office, give name of account:

7. Name and address of person or organization to whom correspondence or refund, if any, should be sent:

Name SAME AS BELOW Address \_\_\_\_\_

8. Send certificate to:

(Type or  
print Name  
name and  
address) Address

**MIGHTY THREE MUSIC**

**309 SOUTH BROAD ST**

(Number and street)

**PHILA PA 19107**

(City)

(State)

(ZIP code)

### 9. Certification:

(Application not  
acceptable  
unless signed)

I CERTIFY that the statements made by me in this application are correct to the best of my knowledge.

*Renee Verker*  
**RENEE VERKER, COPYRIGHT ADMINISTRATOR**  
(Signature of copyright claimant or duly authorized agent)

### Application Forms

Copies of the following forms will be supplied by the Copyright Office without charge upon request:

Class A Form A—Published book manufactured in the United States of America.

Form A-B Foreign—Book or periodical manufactured outside the United States of America (except works subject to the ad interim provisions of the copyright law).

Class A or B Form A-B Ad Interim—Book or periodical in the English language manufactured and first published outside the United States of America.

Class B Form B—Periodical manufactured in the United States of America.

Form BB—Contribution to a periodical manufactured in the United States of America.

Class C Form C—Lecture or similar production prepared for oral delivery.

Class D Form D—Dramatic or dramatic-musical composition.

Form E—Musical composition the author of which is a citizen or domiciliary of the United States of America which was first published in the United States of America.

Class E Form E Foreign—Musical composition the author of which is not a citizen or domiciliary of the United States of America and which was not first published in the United States of America.

Class F Form F—Map.

Class G Form G—Work of art or a model or design for a work of art.

Class H Form H—Reproduction of a work of art.

Class I Form I—Drawing or plastic work of a scientific or technical character.

Class J Form J—Photograph.

Form K—Print or pictorial illustration.

Class K Form KK—Print or label used for an article of merchandise.

Class L or M Form L-M—Motion picture.

Class N Form N—Sound recording.

• Form R—Renewal copyright.

• Form U—Notice of use of copyrighted music on mechanical instruments.

### FOR COPYRIGHT OFFICE USE ONLY

Application received

**JUN 30 1975**

One copy received

**JUN 30 1975**

Two copies received

Fee received

**260102 JUN 30 75**

Renewal

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# Application

## Registration of a Claim to Copyright

composition the author of which is a citizen or domiciliary of the United States of America or which was first published in the United States of America

Make sure that all applicable spaces have been filled before you submit the form. The application must be submitted until after the date of publication given on line 9. For published works the application should state the facts which existed on that date and should be typewritten or printed with pen and ink. Lines 2 and 4 should contain exactly the same information and may be carbon copies.

Claimant(s) and Address(es): Give the name(s) and address(es) of the copyright owner(s). The name(s) should be the same as in the notice of copyright on the copies deposited.

**MIGHTY THREE MUSIC**  
309 S. Broad St.  
Phila., Pa. 19107

FORM E

REGISTRATION NO.

**E U 514754**

DO NOT WRITE HERE

CLASS

**E**

Mail all pages of the application to the Register of Copyrights, Library of Congress, Washington, D.C. 20559, together with:

(a) If unpublished, one complete copy of the work and the registration fee of \$6.

(b) If published, two copies of the best edition of the work and the registration fee of \$6.

Make your remittance payable to the Register of Copyrights.

### WHERE ARE ALL MY FRIENDS

(Give the title of the musical composition as it appears on the copies)

Citizenship and domicile information must be given for a work is made for hire, the employer is the author. If the employee's name appears on the copy, give after the name "employer for hire". Organizations are U.S. Federal or State law are U.S. citizens.

Authors include composers of music, authors of words, arrangers, compilers, etc. If the copyright claim is based on new matter (see line 5) give information about the author of the new matter.

Author **Carstarphen**

Legal name followed by pseudonym if latter appears on the copies

Citizenship: U.S.A. ☒ Other ☐ (Check if U.S. citizen) (Name of country)

U.S.A. Yes ☒ No ☐ Address **1939 Phillips St.**  
**Camden, N.J.**

Author of **Words & Music**  
(State which: words, music, arrangement, etc.)

Author **McFadden**

Legal name followed by pseudonym if latter appears on the copies

Citizenship: U.S.A. ☒ Other ☐ (Check if U.S. citizen) (Name of country)

U.S.A. Yes ☒ No ☐ Address **5930 Park Ave**  
**Phila., Pa.**

Author of **Words & Music**  
(State which: words, music, arrangement, etc.)

Author **John Whitehead**

Legal name followed by pseudonym if latter appears on the copies

Citizenship: U.S.A. ☒ Other ☐ (Check if U.S. citizen) (Name of country)

U.S.A. Yes ☒ No ☐ Address **2255 North 10th St.**  
**Phila., Pa.**

Author of **Words & Music**  
(State which: words, music, arrangement, etc.)

NOTE: Leave all spaces of line 4 blank unless your work has been PUBLISHED.

Publication: Give the date when copies of this work were first placed on sale, sold, distributed. The date when copies were made, introduced, or the date when the work was per-

formed or recorded, should not be confused with the date of publication. NOTE: The full date (month, day, and year) must be given.

(Month) (Day) (Year)

Publication: Give the name of the country in which this particular version of the work was first published.

NOTE: Leave all spaces of line 5 blank unless the instructions below apply to your work.

Registration or Publication: If a claim to copyright is based on a substantial part of this work was previously published in the U.S. Copyright Office in unpublished form,

or if any substantial part of the work was previously published anywhere, give requested information.

Previously registered? Yes ☐ No ☐ Date of registration \_\_\_\_\_ Registration number \_\_\_\_\_

Previously published? Yes ☐ No ☐ Date of publication \_\_\_\_\_ Registration number \_\_\_\_\_

Is there a substantial NEW MATTER in this version? Yes ☐ No ☐ If your answer is "Yes," give a brief general description of the NEW MATTER in this version. (New matter may consist of compilation, arrangement, adaptation, revision, and the like, as well as additional words and music.)

EXAMINER

6. If registration fee is to be charged to a deposit account established in the Copyright Office, give name of account.

7. Name and address of person or organization to whom correspondence or refund, if any, should be sent.

Name same as below Address \_\_\_\_\_

8. Send certificate to:

(Type or  
print  
name and  
address) Address \_\_\_\_\_

MIGHTY THREE MUSIC

309 S. Broad St.

(Number and street)

Phila., Pa. 19107

(City)

(State)

(ZIP code)

# 9. Certification:

(Application not  
acceptable  
unless signed)

I CERTIFY that the statements made by me in this application are correct to the best of my knowledge.



Renee Verker  
Copyright Administrator  
(Signature of copyright claimant or duly authorized agent)

## Application Forms

Copies of the following forms will be supplied by the Copyright Office without charge upon request.

Class A Form A—Published book manufactured in the United States of America.

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Class D Form D—Dramatic or dramatic-musical composition.

Class E Form E—Musical composition the author of which is a citizen or domiciliary of the United States of America which was first published in the United States of America.

Class E Form E Foreign—Musical composition the author of which is not a citizen or domiciliary of the United States of America and which was not first published in the United States of America.

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Class J Form J—Photograph.

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Class K Form KK—Print or label used for an article of merchandise.

Class L or M Form L-M—Motion picture.

Class N Form N—Sound recording.

• Form R—Renewal copyright.

• Form U—Notice of use of copyrighted music on mechanical instruments.

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Application received

One copy received

Two copies received

Fee received

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Renewal

857-964



# Application

## Registration of a Claim to Copyright

Application the author of which is a citizen or domiciliary of the United States of America or which was first published in the United States of America

Be sure that all applicable spaces have been filled in before you submit the form. The application must be filed by the author. For published works the application should be submitted until after the date of publication given on the work and should state the facts which existed on that date. For unpublished works, see page 4.

The application should be typewritten or printed with pen and ink. It should contain exactly the same information as the work, but may be carbon copies.

**Owner(s) and Address(es):** Give the name(s) and address(es) of the copyright owner(s). In the case of joint ownership, the name(s) should ordinarily be the same as in the notice of copyright on the copies deposited.

**THREE MUSIC**

**3. Broad Street**

**Philadelphia, Penna.**

**I'LL ALWAYS LOVE MY MAMA**

(Give the title of the musical composition as it appears on the copies)

Citizenship and domicile information must be given. If a work is made for hire, the employer is the author. If the work is formed under U.S. Federal or State law, the author is the employer.

Authors include composers of music, authors of words, arrangers, compilers, etc. If the copyright claim is based on new matter (see line 5) give information about the author of the new matter.

**Sample**

Legal name followed by pseudonym if latter appears on the copies

Citizenship: U.S.A. ☒ Other (Name of country)  
(Check if U.S. citizen)

**Yes**

**No**

Address

**5125 Wynnerfield Ave.  
Phila., Penna.**

Author of **WORDS & MUSIC**  
(State which: words, music, arrangement, etc.)

**Buff**

Legal name followed by pseudonym if latter appears on the copies

Citizenship: U.S.A. ☒ Other (Name of country)  
(Check if U.S. citizen)

**Yes**

**No**

Address

**21 Meryl Lane  
Cherry Hill, N. J.**

Author of **WORDS & MUSIC**  
(State which: words, music, arrangement, etc.)

**Whitehead**

**McFadden**

Legal name followed by pseudonym if latter appears on the copies

Citizenship: U.S.A. ☒ Other (Name of country)  
(Check if U.S. citizen)

**Yes**

**No**

Address

**411 N. 11th St. Phila., Pa.**

Author of **WORDS & MUSIC**  
(State which: words, music, arrangement, etc.)

**NOTE: Leave all spaces of line 4 blank unless your work has been PUBLISHED.**

**Publication:** Give the date when copies of the work were first placed on sale, or the date when the work was performed should not be confused with the date of publication. NOTE: The full date (month, day, and year) must be given.

or printed, or the date when the work was performed should not be confused with the date of publication. NOTE: The full date (month, day, and year) must be given.

(Month) (Day) (Year)

**Publication:** Give the name of the country in which this particular version of the work was first published.

**NOTE: Leave all spaces of line 5 blank unless the instructions below apply to your work.**

**Registration or Publication:** If a claim to copyright is made for a substantial part of this work was previously published in the U.S. Copyright Office in unpublished form,

or if any substantial part of the work was previously published anywhere, give requested information.

Registered? Yes No Date of registration Registration number

Published? Yes No Date of publication Registration number

Is there any **NEW MATTER** in this version? Yes No If your answer is "Yes," give a brief general description of the **NEW MATTER** in this version. (New matter may consist of compilation, arrangement, adaptation, and the like, as well as additional words and music.)

EXAMINER  
✓

Complete all applicable spaces on next page

6. If registration fee is to be charged to a deposit account established in the Copyright Office, give name of \_\_\_\_\_

7. Name and address of person or organization to whom correspondence or refund, if any, should be sent:

Name SAME AS BELOW

Address \_\_\_\_\_

8. Send certificate to:

(Type or  
print Name  
name and  
address) Address

**MIGHTY THREE MUSIC**

**250 S. Broad Street - Suite 611**

(Number and street)

**Philadelphia, Pennsylvania 19102**

(City)

(State)

(ZIP code)

9. Certification:

(Application not  
acceptable  
unless signed)

I CERTIFY that the statements made by me in this application are correct to the best of my knowledge.

**Earl Shelton, V Pres.**

(Signature of copyright claimant or duly authorized agent)

### Application Forms

Copies of the following forms will be supplied by the Copyright Office without charge upon request.

Class A Form A—Published book manufactured in the United States of America.

Class A Form A-B Foreign—Book or periodical manufactured outside the United States of America (except works of the ad interim provisions of the copyright law).

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Class B Form B—Periodical manufactured in the United States of America.

Class B Form BB—Contribution to a periodical manufactured in the United States of America.

Class C Form C—Lecture or similar production prepared for oral delivery.

Class D Form D—Dramatic or dramatico-musical composition.

Class E Form E—Musical composition the author of which is a citizen or domiciliary of the United States of America which was first published in the United States of America.

Class E Form E Foreign—Musical composition the author of which is not a citizen or domiciliary of the United States of America and which was not first published in the United States of America.

Class F Form F—Map.

Class G Form G—Work of art or a model or design for a work of art.

Class H Form H—Reproduction of a work of art.

Class I Form I—Drawing or plastic work of a scientific or technical character.

Class J Form J—Photograph.

Class K Form K—Print or pictorial illustration.

Class K Form KK—Print or label used for an article of merchandise.

Class L or M Form L-M—Motion picture.

Class N Form N—Sound recordings.

Form R—Renewal copyright.

Form U—Notice of use of copyrighted music on mechanical instruments.

### FOR COPYRIGHT OFFICE USE ONLY

Application received

One copy received

**7 MAY 1973**

Two copies received

Fee received

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Renewal

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Page 1

# Application for Registration of a Claim to Copyright

In a musical composition the author of which is a citizen or domiciliary of the United States of America or which was first published in the United States of America

Instructions: Make sure that all applicable spaces have been completed before you submit the form. The application must be **SIGNED** at line 9. For published works the application should not be submitted until after the date of publication given in line 4(a), and should state the facts which existed on that date. For further information, see page 4.

Pages 1 and 2 should be typewritten or printed with pen and ink. Pages 3 and 4 should contain exactly the same information as pages 1 and 2, and may be carbon copies.

1. Copyright Claimant(s) and Address(es): Give the name(s) and address(es) of the copyright owner(s). The name(s) should ordinarily be the same as in the notice of copyright on the copies deposited.

Name MIGHTY THREE MUSIC  
Address 309 SOUTH BROAD ST  
PHILA PA 19107

Name

Address

2. Title: "WAKE UP EVERYBODY"  
(Give the title of the musical composition as it appears on the copies)

3. Authors: Citizenship and domicile information must be given. Where a work was made for hire, the employer is the author. The citizenship of organizations formed under U.S. Federal or State law should be stated as U.S.A.

Authors include composers of music, authors of words, arrangers, compilers, etc. If the copyright claim is based on new matter (see line 5) give information about the author of the new matter.

Name GENE MCFADDEN Citizenship: U.S.A. XX Other \_\_\_\_\_  
(Give legal name followed by pseudonym if latter appears on the copies) (Check if U.S. citizen) (Name of country)

Domiciled in U.S.A. Yes XX No \_\_\_\_\_ Address 5930 N PARK AVE Author of WORDS-MUSIC  
PHILA PA (State which: words, music, arrangement, etc.)

Name JOHN WHITEHEAD Citizenship: U.S.A. XX Other \_\_\_\_\_  
(Give legal name followed by pseudonym if latter appears on the copies) (Check if U.S. citizen) (Name of country)

Domiciled in U.S.A. Yes XX No \_\_\_\_\_ Address 2329 77th ST Author of WORDS-MUSIC  
PHILA PA (State which: words, music, arrangement, etc.)

Name VIC CARSTARPHEN Citizenship: U.S.A. XX Other \_\_\_\_\_  
(Give legal name followed by pseudonym if latter appears on the copies) (Check if U.S. citizen) (Name of country)

Domiciled in U.S.A. Yes XX No \_\_\_\_\_ Address CEDAR RIDGE APTS #M11 Author of WORDS-MUSIC  
BLACKWOOD NJ (State which: words, music, arrangement, etc.)

NOTE: Leave all spaces of line 4 blank unless your work has been PUBLISHED.

4. (a) Date of Publication: Give the date when copies of this particular version of the work were first placed on sale, sold, or publicly distributed. The date when copies were made, printed, or reproduced, or the date when the work was performed or recorded, should not be confused with the date of publication. NOTE: The full date (month, day, and year) must be given.

(Month) (Day) (Year)

(b) Place of Publication: Give the name of the country in which this particular version of the work was first published.

NOTE: Leave all spaces of line 5 blank unless the instructions below apply to your work.

5. Previous Registration or Publication: If a claim to copyright in any substantial part of this work was previously registered in the U.S. Copyright Office in unpublished form, or if any substantial part of the work was previously published anywhere, give requested information.

Was work previously registered? Yes \_\_\_\_\_ No \_\_\_\_\_ Date of registration \_\_\_\_\_ Registration number \_\_\_\_\_

Was work previously published? Yes \_\_\_\_\_ No \_\_\_\_\_ Date of publication \_\_\_\_\_ Registration number \_\_\_\_\_

Is there any substantial NEW MATTER in this version? Yes \_\_\_\_\_ No \_\_\_\_\_ If your answer is "Yes," give a brief general statement of the nature of the NEW MATTER in this version. (New matter may consist of compilation, arrangement, adaptation, editorial revision, and the like, as well as additional words and music.)

EXAMINER

Complete all applicable spaces on next page



6. If registration fee is to be charged to a deposit account established in the Copyright Office, give name of account.

Page

7. Name and address of person or organization to whom correspondence or refund, if any, should be sent:

Name SAME AS BELOW Address \_\_\_\_\_

8. Send certificate to:

(Type or  
print  
name and  
address) Name  
Address

**MIGHTY :THREE MUSIC**

**309 SOUTH BROAD ST**

(Number and street)

**PHILA PA 19107**

(City)

(State)

(ZIP code)

**9. Certification:**

(Application not  
acceptable  
unless signed)

I CERTIFY that the statements made by me in this application are correct to the best of my knowledge.

**RENEE VERKER-COPYRIGHT-ADMINISTRATOR**

(Signature of copyright claimant or duly authorized agent)

**Application Forms**

Copies of the following forms will be supplied by the Copyright Office without charge upon request:

Class A Form A—Published book manufactured in the United States of America.

Class A Form A-B Foreign—Book or periodical manufactured outside the United States of America (except works subject to the ad interim provisions of the copyright law).

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Class B Form B—Periodical manufactured in the United States of America.

Class B Form BB—Contribution to a periodical manufactured in the United States of America.

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Class G Form G—Work of art or a model or design for a work of art.

Class H Form H—Reproduction of a work of art.

Class I Form I—Drawing or plastic work of a scientific or technical character.

Class J Form J—Photograph.

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Class L or M Form L-M—Motion picture.

Class N Form N—Sound recording.

• Form R—Renewal copyright.

• Form U—Notice of use of copyrighted music on mechanical instruments.

**FOR COPYRIGHT OFFICE USE ONLY**

Application received

**JUN 30 1973**

One copy received

**JUN 30 1973**

Two copies received

Fee received

**260102 JUN 30 75**

Renewal

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**UNITED STATES COPYRIGHT OFFICE**

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Date of Registration	
Nov	79 1986
MONTH	DAY YEAR

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 <b>Basic Registration</b>	TITLE OF WORK:  A LITTLE BIT MORE	
	REGISTRATION NUMBER OF BASIC REGISTRATION: PA-304-460	YEAR OF BASIC REGISTRATION: 9/29/86
	NAME(S) OF AUTHOR: Gene McFadden Linda Vitali James McKinney *	NAME(S) OF COPYRIGHT CLAIMANT(S): SONMA GROUP MUSIC/ GENE McFADDEN MUSIC c/o Careers Music, Inc. BUSHBURNIN' MUSIC

 <b>Correction</b>	LOCATION AND NATURE OF INCORRECT INFORMATION IN BASIC REGISTRATION:	
	Line Number 2	Line Heading or Description NAME OF AUTHOR
	INCORRECT INFORMATION AS IT APPEARS IN BASIC REGISTRATION: GENE McFADDEN LINDA VITALI MARTIN MCKINNEY	
	CORRECTED INFORMATION: GENE McFADDEN LINDA VITALI JAMES MCKINNEY	
	EXPLANATION OF CORRECTION: (Optional)	

 <b>Amplified Information</b>	LOCATION AND NATURE OF INFORMATION IN BASIC REGISTRATION TO BE AMPLIFIED:	
	Line Number	Line Heading or Description
	AMPLIFIED INFORMATION:	
	EXPLANATION OF AMPLIFIED INFORMATION: (Optional)	

5119688

00867219



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EXHIBIT "A"

1. Ain't No Stoppin' Us Now.
2. I'll Always Love My Mama
3. Wake Up Everybody (Part 1)
4. Back Stabbers
5. Fabulous



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BRIAN J. JACOBSON

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EXHIBIT "A" continued



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- Work Title
- 25 TO LIFE HIP HOP VERSION
  - AIN'T NO STOPPIN' AIN'T NO WAY
  - AIN'T NO STOPPIN' US NOW
  - ALL I WANNA DO
  - ALL I WANNA DO
  - ALWAYS
  - ALWAYS ROOM FOR ONE MORE
  - ARE YOU LONELY
  - ARE YOU SURE
  - ASKING FOR TROUBLE
  - BACK STABBERS
  - HACK UP OFF ME
  - BACKTIGHT
  - BAD LUCK
  - BE TRUTHFUL TO ME
  - BEST DISCO IN TOWN
  - BEST OF BOTH WORLDS
  - BLACK WONDERS OF THE WORLD
  - BOOY MOVE
  - BRING YOUR LOVE TO ME
  - BUMPIN' BOOGIE
  - CARING
  - COULD ROCK WORLD
  - COME SEE THE LOVE MAN
  - COME WHERE THE LOVE IS

Work #

4065130

14776

14776

4306607

1792461

1803520

32073

64330

64828

60906

77126

2134568

6535728

70709

93761

107134

107660

121055

134895

162212

150378

184705

224714

232185

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Work Title	BMI Work #
26. COME WITH ME LET'S JOIN TOGETHER	233619
27. CONCENTRATE ON ME	236001
28. DADDY DON'T LOVE US ANYMORE	200103
29. DANCE TO THIS	1629676
30. DANCE YOUR TROUBLES AWAY	274110
31. DETERMINATION	297442
32. DISCO FEVER	306073
33. DISCO SHOWDOWN	306302
34. DO ME WRONG DO ME RIGHT	309811
35. DO WHAT YOU WANT	310979
36. (X) WHATCHA FEEL	1003515
37. DO YOU WANT TO DANCE	313018
38. DOLLAR TO A DONUT	316021
39. DON'T BE SO MEAN	317720
40. DON'T CALL ME BABY	5369000
41. DON'T FEEL BAD	326343
42. DON'T GO AWAY	321009
43. DON'T LET LOVE GET YOU DOWN	323004
44. DON'T TELL NOBODY ABOUT YOUR G	320221
45. DON'T WALK AWAY AND	330444
46. DON'T YOU KNOW LOVE WHEN YOU S	331858
47. EACH SECOND	352145
48. EASY EASY GOT TO TAKE IT EASY	354728
49. EMOTIONAL BREAKDOWN	371028
50. EVERYTHING I DO	301004

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Work Title	BMI Work #
01. FANTASIES	0200730
02. FALL IN	400500
03. FAR AWAY	404173
04. FAR AWAY	404183
05. FEELINGS	410071
06. FERRY AVENUE	412441
07. FREE JAMES BROWN	443367
08. GABBY GABRIELLA	454934
09. GET GHOST	1818362
10. GET INVOLVED	4041124
11. GET TO THIS	405062
12. GIVE ME UP	475082
13. GOOD LOVE	494741
14. GOT TO CHANGE	501271
15. GOODBYE-BIG CUES	0
16. HAPPY	022662
17. HE AIN'T NO GOOD	634725
18. HENNESSEY AND HYORO	7713219
19. HOLD ME	573854
20. HOLD ON TO THIS FEELING	575283
21. HONEY I LOVE YOU	582181
22. I AM WHAT I AM	0004258
23. I AMXLOCIZE	004277
24. I MET I CAN DO THAT DANCE YOU	005543
25. I CALL YOUR NAME	005978

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Work Title	BMI Work #
76. I CAN'T COMPLAIN	807817
77. I CAN'T WIN FOR LOSING	811408
78. I DON'T KNOW NO ONE ELSE TO T	817035
79. I DON'T WANT TO LOSE YOUR LOVE	820302
80. I GOT MY LOVE BACK AND I'M HAP	825187
81. I GOT THE LOVE	826824
82. I HEARD IT IN A LOVE SONG	828706
83. I KNOW WHAT I'M GONNA DO	833052
84. I LIKE TO SEE US GET DOWN	834675
85. I'LL ALWAYS LOVE MY MAMA	835323
86. I'LL SHOW YOU THE ROAD TO HAP	842822
87. I U. TRY	844035
88. I LOVE YOU BUT YOU DON'T EVEN	847250
89. I NEED MONEY BAD	871088
90. I NEVER KNEW ABOUT LOVE	873088
91. I PROMISE TO LOVE YOU	874530
92. I STILL LUV YOU	8884210
93. I'VE BEEN MESSING YOU	882218
94. I'VE BEEN PUSHED ASIDE	882270
95. I WISH I DIDN'T MISS YOU ANYMO	8888179
96. IF WE GOT THE WILL	707033
97. IF YOU DON'T KNOW ME BY NOW	708048
98. IF YOU KNOW LIKE I KNOW	708070
99. IF YOU'RE LOOKING FOR SOMEBODY	708782
100. IF YOU WANT ME BACK	710628

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Work Title	BMT Work #
101. IS SHE THE REASON	7414702
102. IS THERE A PLACE FOR ME	732474
103. IT'S ABOUT TIME	740214
104. IT'S ALL BECAUSE OF A WOMAN	740322
105. IT'S GONNA TAKE A LONG LONG TI	743280
106. IT'S HARD NOT TO LIKE YOU	743782
107. IT TAKES TWO	751748
108. JAM PARTY	6887356
109. JANAY	758858
110. JUST ANOTHER LINK	784108
111. JUST BECAUSE YOU'RE MINE	785073
112. JUST GOT TO BE MORE CAREFUL	788608
113. JUST WANNA LOVE YOU BABY	791036
114. KEEP ON LOVIN' YOU	790485
115. LET FREEDOM RING	831487
116. LET IT BE ME	852118
117. LET LIFE FLOW	832914
118. LET ME LOVE YOU	854780
119. LET'S GET BACK TO LOVIN'	857071
120. LET'S GO DISCO	857845
121. LET'S GO ON	857881
122. LET'S GROOVE	868199
123. LET'S MEMO WHAT'S BEEN BROKEN	859111
124. LET'S STAND TOGETHER	869859
125. LET'S TALK ABOUT IT INTERLUDE	8825505

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126. LISTEN TO THE CLOCK ON THE WALL
127. LITTLE BIT MORE
128. LIVING FREE
129. LOOK AT ME
130. LOVE AND I AREN'T STRANGERS AN
131. LOVE STRAIGHT
132. LOVE SHOP
133. LOVE SONG NUMBER TWO
134. MASTERPLAN
135. MATERIAL THINGS
136. MOXIE FOR LOVIN'
137. MORE I GET THE MORE I WANT
138. MOVIN' ON
139. MR LONELY
140. MR MUSIC
141. MUHAMMAD ALI
142. MUSIC'S TAKEN OVER
143. MY MUSIC
144. NEVERT BEEN
145. NO NOS PARANAN
146. NOT ENOUGH
147. NOTHING COMES EASY
148. NOW IS THE TIME TO DO IT
149. NOW WE'RE ALONE
150. ONE DAY SOON YOU'LL NEED ME

- 076022
- 077260
- 000250
- 000400
- 013100
- 024732
- 025701
- 024302
- 0050756
- 005401
- 1007000
- 1000000
- 1010100
- 1020132
- 1020410
- 0024430
- 1025427
- 1030000
- 0007000
- 4120002
- 7000004
- 1000070
- 1001121
- 1002120
- 1110221

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## Work Title

151. ONE MILLION TOMORROWS
152. ONE MORE TIME
153. DRA VIVO DI TE
154. PASS THE WORD AROUND
155. PEOPLE KEEP TELLING ME
156. PEOPLE POWER
157. PICK ME UP I'LL DANCE
158. PLEASE DON'T TAKE YOUR LOVE AW
159. POINT THE FINGER
160. PRAYIN
161. PRETTY FLOWER
162. PROMISED LAND
163. PROTECT THE CHILDREN
164. PUGNALIA ALLA SCHIENA
165. REAL GOOD FEELING
166. RHYTHM TALK
167. RIDING ON THE CREST
168. RIGHT HERE IS WHERE I WANT TO
169. SAYING ALL THE LOVE I GOT FOR
170. SAY IT
171. SECONDARY LOVER
172. SHE'S FINE SHE'S MELLOW
173. SHE'S GONE AWAY
174. SHE'S LEAVING HOME
175. SHE'S ONLY A WOMAN

## BMI Work #

- 1121002
- 1123278
- 1133530
- 1164230
- 1164675
- 1164783
- 1171434
- 1182206
- 4534417
- 1184361
- 1201744
- 1207140
- 1207872
- 1209030
- 1232736
- 1240830
- 1251307
- 1253405
- 1263530
- 1284809
- 1305808
- 1324876
- 1325131
- 1325857
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201. THERE'S NO OTHER LIKE YOU	1480721
202. THESE ARMS OF MINE	1874398
203. THINK ABOUT IT	1829580
204. THIS IS MY SONG	1500865
205. THIS IS YOUR LIFE	4530602
206. THIS TIME	1504189
207. THOSE LIES DONE CAUGHT UP WITH	1508178
208. TIME WAITS FOR NO ONE	1517877
209. TIRED OF YOUR LIES	1820804
210. TO BE FREE TO BE WHO WE ARE	1521310
211. TOO MANY LOVERS	1332145
212. TRIPPLE UP	8180643
213. WAKE UP EVERYBODY	1508082
214. IVE CAN MAKE IT WORK	1813884
215. WE DON'T NEED NOBODY ELSE	1814782
216. WE GOT THE TIME	1818330
217. WE GOT TO STOP DOING THE THING	1818370
218. WELCOME 2 DA DRUCKS	4774055
219. WHEN WILL WE ALL LEARN	1651040
220. WHERE ARE ALL MY FRIENDS	1653431
221. WHERE ARE YOU NOW	1653762
222. WHERE DID ALL THE LOVING GO	1654028
223. WHERE WILL YOU GO WHEN THE PAR	1657739
224. WHERE WOULD I GO FROM HERE IF	1657825
225. WHO OR WHY	1663877

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226. WHAT OH WHY	1670619
227. YES I NEED YOU	1703468
228. YESTERDAY WE WERE JUST BLOODIES	1704480
229. YOKI AND I WE'RE REALLY GETTIN	1708488
230. YOU AND ME FOR FIGHT NOW	1708816
231. YOU BETTER HOLD ON TO MY LOVE	1711160
232. YOU GOT ME LOVIN' YOU	1718867
233. YOU'LL NEVER KNOW ALL THERE IS	1722823
234. YOU ONLY GET WHAT YOU PUT	1724850
235. YOU'RE MY SOMEONE TO LOVE	1730022
236. YOU TOOK THE BEST OF ME	1736962
237. YOU'VE GOT YOUR GRIP ON ME	1737230
238. YOU WILL SURVIVE	1742231
239. YOUR LOVE IS TAKING ME ON A JO	1742368

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10. The Writer hereby irrevocably constitutes and appoints the Publisher or any of its officers, directors, or general manager, his attorney and representative, in the name of the Writer, or any of them, or in the name of the Publisher, its successors and assigns, to make, sign, execute, acknowledge and deliver any and all instruments which may be desirable or necessary in order to vest in the Publisher, its successors and assigns, any of the rights hereinabove referred to.

11. Any legal action brought by the Publisher against any alleged infringer of said Composition shall be initiated and prosecuted at the Publisher's sole expense, and of any recovery made by it as a result thereof, after deduction of the expense of the litigation, a sum equal to thirty-three and one-third (33-1/3%) per cent shall be paid to the Writer.

a) If a claim is presented against the Publisher in respect of said Composition, and because thereof the Publisher is jeopardized, it shall thereupon serve written notice upon the Writer, containing the full details of such claim known to the Publisher and thereafter until the claim has been adjudicated or settled shall hold any moneys coming due the Writer in escrow pending the outcome of such claim or claims. The Publisher shall have the right to settle or otherwise dispose of such claims in any manner as it in its sole discretion may determine. In the event of any recovery against the Publisher, either by way of judgment or settlement, all of the costs, charges, disbursements, attorney fees and the amount of the judgment or settlement, may be deducted by the Publisher from any and all royalties or other payments therefore or thereafter payable to the Writer by the Publisher or by its associated, affiliated, or subsidiary corporations.

b) From and after the service of summons in a suit for infringement filed against the Publisher with respect to said Composition, any and all payments thereafter coming due the Writer shall be held by the Publisher in trust until the suit has been adjudicated and then be disbursed accordingly, unless the Writer shall elect to file an acceptable bond in the sum of payments, in which event the sums due shall be paid to the Writer.

12. In the event that this agreement is signed by more than one Writer, this agreement shall be considered as the joint agreement of all said Writers and as the individual agreement of each of said Writers with the same force and effect as if each of them had entered into separate agreements embodying all of the provisions hereof. In such event the royalties in all songs written by said Writers under this agreement shall be divided equally between them.

13. This agreement shall be binding upon the parties hereto and their respective successors in interest, legal representatives and assigns and unless the Writer or Publisher shall notify the other in writing by registered mail return receipt requested at least two (2) years prior to the expiration of the original term hereof of their respective intentions not to renew this agreement, then in such event the terms and provisions hereof shall automatically be extended and renewed for an additional period of three (3) years commencing immediately after the expiration of the original term hereof.

14. The Writer hereby acknowledges that his services as a Writer and/or a composer are unique, exceptional and extraordinary and that in the event of any breach by the Writer of any of his undertakings or obligations under this agreement, the Publisher shall be entitled to an injunction to enforce the same, in addition to any other remedies available to him.

15. The Writer agrees that during the term of this agreement and any extensions thereof, he will not consent to or permit the use of his name as the author and/or composer of any musical composition of which he is not the actual author or co-author or composer or co-composer, unless said Composition or Compositions is published or owned by the Publisher. The Writer agrees that he will not write or compose any compositions under any name other than his own name. These undertakings are of the essence of this agreement.

16. Immediately upon the completion or acquisition of any Composition as defined in Paragraph 1 hereof, the Writer will deliver to the Publisher a manuscript copy of said Composition and agrees that during the term of this agreement and any extension thereof he will deliver to the Publisher a minimum of one complete composition per month hereunder. These undertakings are of the essence of this Agreement.

17. This agreement shall be construed only under the laws of the State of New York. If any part of this agreement shall be invalid or unenforceable, it shall not affect the validity of the balance of this agreement.

18. This agreement sets forth the entire understanding and agreement of the parties hereto, and this agreement may not be altered, modified, cancelled or terminated in any way except upon the agreement of the parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

(Publisher)

ASSORTED MUSIC

(Writer)

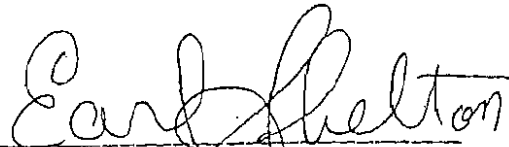
GENE MCFADDEN

R I D E R

Rider to the Exclusive Songwriters Agreement  
entered into the 15th day of March, 1972, here  
and between Assorted Music and GENE MCFADDEN

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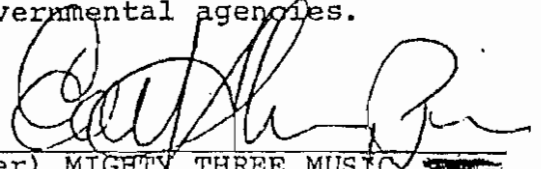
1. Notwithstanding anything to the contrary contained herein. The term hereof this agreement shall be five (5) years from the date and year first written above.

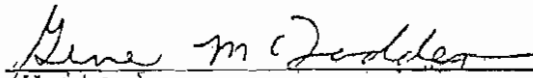
  
(Publisher) ASSORTED MUSIC

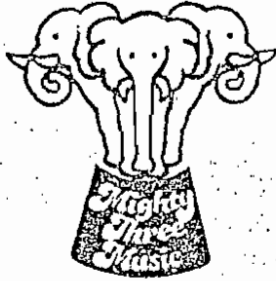
  
(Writer) GENE MCFADDEN

(d) Company will pay Writer a one-time \$15,000.00 non-recuperable payment upon the signing hereof, (\$5,000.00 has already been paid to Writer), and this payment is made notwithstanding any present deficit balance the Writer may have with the Company.

(e) In regard to any payments made hereunder, Producer shall consult with his tax accountants with reference to any taxes being withheld from any and all payments hereunder and shall instruct Company on the desired deductions and withholding taxes to be paid to various governmental agencies.

  
(Publisher) MIGHTY THREE MUSIC, ~~INC.~~

  
(Writer)



"You'll never forget our tunes"

Assorted Music Bell Boy Music Downstairs Music Razor Sharp Music Rose Tree Music World War Three Music

December 16, 1977

Mr. Gene McFadden  
5930 Park Avenue  
Phila, Pa. 19141

Dear Gene:

Reference is hereby made to your exclusive songwriter agreement dated May 25, 1976 and the Rider to the exclusive songwriter agreement dated May 25, 1976 between Mighty Three Music and yourself.

Notwithstanding anything to the contrary contained in the referenced agreement or Rider, this letter is to simply clarify the question raised by you regarding the continued payment of the qualifying bonus under paragraph 20 of said agreement.

It is understood and agreed that the publisher will continue to make the bonus payment that you qualify for in specific year of the contract even after the expiration of the contract, provided however, that you have first earned \$25,000 during a particular option year.

If your earnings do not equal \$25,000 in the year that your contract expires of the year in which we do not exercise an option and/or you are in an unrecouped position with reference to any other items pertaining to your contract then said bonus will be credited to your account until the \$25,000 and any other unrecouped balance is recouped and thereafter the bonus will continue to be paid on mechanical earnings for tunes written by you under the terms of your agreement with Mighty Three Music.

Your signature below will indicate your full understanding.

Very Truly Yours,

Earl Shelton, Vice-President, General  
ES/cyh Manager

UNDERSTOOD & AGREED

CC: BELL, GAMBLE, HUFF, HEIGLER, DEPTE, STEINBERG

309 S. Broad Street Philadelphia, Pennsylvania 19107 (215) 985-0900  
2212 Fourth Avenue Seattle, Washington 98121 (206) 682-5278





"You'll never forget our tunes"

Assorted Music Bell Boy Music Downstairs Music Razor Sharp Music Rose Tree Music World War Three Music

December 16, 1977

Mr. John Whitehead  
2329 77th Avenue  
Philadelphia, Pa. 19150

Dear John:

Reference is hereby made to your exclusive songwriter agreement dated May 25, 1976 and the Rider to the exclusive songwriter agreement dated May 25, 1976 between Mighty Three Music and yourself.

Notwithstanding anything to the contrary contained in the referenced agreement or Rider, this letter is to simply clarify the question raised by you regarding the continued payment of the qualifying bonus under paragraph 20 of said agreement.

It is understood and agreed that the publisher will continue to make the bonus payment that you qualify for in specific year of the contract even after the expiration of the contract, provided however, that you have first earned \$25,000 during a particular option year.

If your earnings do not equal \$25,000 in the year that your contract expires of the year in which we do not exercise an option and/or you are in an unrecovered position with reference to any other items pertaining to your contract then said bonus will be credited to your account until the \$25,000 and any other unrecovered balance is recouped and thereafter the bonus will continue to be paid on mechanical earnings for tunes written by you under the terms of your agreement with Mighty Three Music.

Your signature below will indicate your full understanding.

Very Truly Yours,

Earl Shelton, Vice-President, General  
Manager

UNDERSTOOD & AGREED

CC: BELL, GAMBLE, HUFF, HEIGLER, DEPTÉ, STEINBERG

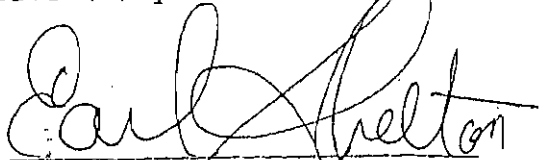
309 S. Broad Street Philadelphia, Pennsylvania 19107 (215) 985-0900  
2212 Fourth Avenue Seattle, Washington 98121 (206) 682-5278

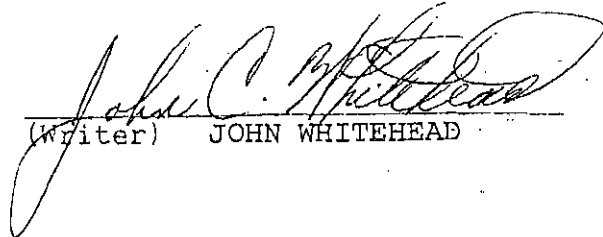
R I D E R

Rider to the Exclusive Songwriters Agreement  
entered into the 15th day of March, 1972, here  
and between Assorted Music and JOHN WHITEHEAD

---

1. Notwithstanding anything to the contrary contained herein. The term hereof this agreement shall be five (5) years from the date and year first written above.

  
(Publisher) ASSORTED MUSIC

  
(Writer) JOHN WHITEHEAD



Case 2:08-cv-00192-LDD Document 21-2 Filed 12/12/14 Page 201 of 347  
otherwise including the title, words, and music, and all copyrights therein, and all rights, claims and demands in any way relating thereto, and the exclusive right to secure copyright therein throughout the entire world, and to have and to hold the said copyrights and all rights of whatsoever nature now and hereafter thereunder existing and/or existing under any agreements or licenses relating thereto, for and during the full terms of all of said copyrights. In consideration of the agreement to pay royalties herein contained and other good and valuable consideration in hand paid by the Publisher to the Writer, receipt of which is hereby acknowledged, the Writer hereby sells, assigns, transfers and delivers to the Publisher, its successors and assigns, all renewal and extensions of the copyrights of said musical composition(s) to which the Writer may be entitled hereafter, and all registrations thereof, and all rights of any and every nature now and hereafter thereunder existing, for the full terms of all such renewals and extensions of copyrights. The compositions referred to in Paragraph 1 hereof are hereinafter jointly and severally referred to as the "Compositions."

2. The Writer hereby warrants that the said Compositions are and shall be his sole, exclusive and original works, that he has full right and power to make this agreement, that there does not exist and shall nor exist any adverse claim in or to the said Compositions, and that the said Compositions are new and original and do not infringe on any other copyrighted works.

3. Prior to collaborating with any other author or composer, the Writer agrees to advise said collaborator that he is under exclusive agreement to the Publisher and that said collaborator must agree to grant to said Publisher the same rights as Writer granted under Paragraph 1 of this agreement and to accept a part of the royalties payable to the Writer hereunder divided as agreed among the Writer and his collaborator.

4. In consideration of this agreement, the Publisher agrees to pay the Writer during the original and renewal and extended term of copyright in the said Compositions throughout the world, the following royalties:

- a) On regular piano copies sold and paid for at wholesale in the United States of America, royalties \$ .05 cents per copy;
- b) A royalty of five (5c) cents per copy of dance orchestrations thereof in any form sold and paid for in the United States of America;
- c) A royalty of fifty (50%) per cent of all net earned sums paid to and received by the Publisher for regular piano copies and/or orchestrations thereof sold and paid for in any foreign country by a foreign publisher.
- d) A royalty of ten (10%) per cent of the net wholesale selling price received by the Publisher on any and all folios and composite works containing words and music and consisting entirely of Compositions written by the Writer and embraced in this agreement. In the event that such folios or composite works shall not consist entirely of Compositions of the Writer which are embraced in this agreement, then and in that event the royalty payable to the Writer shall be pro rata in direct ratio as the number of the Compositions actually published and included hereunder shall bear to the total number of all Compositions and their respective writers published therein. The Writer hereby gives and grants to the Publisher, for the full term of this agreement and any extensions thereof, the sole and exclusive right and privilege throughout the entire world, to use the Writer's name and likeness on any and all song folios and composite works, except those heretofore published and copyrighted by any other person, firm or corporation. It is agreed that after the expiration of the term of this agreement and any extensions thereof, the Publisher shall have the non-exclusive right and privilege to continue the use of the Writer's name and likeness on all song folios and composite works published by the Publisher, and the Publisher shall have the right to continue to print and vend such song folios and composite works, on the same terms and conditions as provided herein. In the instance of song folios and composite works so published, the royalty payable to the Writer shall include an additional ten (10%) per cent of the net wholesale selling price received by the Publisher for such song folio and composite works sold and paid for.
- e) The sum of Ten (\$10.00) Dollars as and when a Composition is published in any folio or composite work or lyric magazine containing lyrics only by the Publisher or licensees of the Publisher;
- f) An amount equal to fifty (50%) per cent of all net earned sums received and actually retained by the Publisher under any licenses issued by the Publisher authorizing (1) the manufacture of phonograph records and other parts of instruments serving to mechanically reproduce said Compositions or (2) the use of said Compositions in synchronization with sound motion pictures;
- g) As to "professional material" not sold or resold, no royalty shall be payable;
- h) Notwithstanding anything contained in Paragraph 4 of this agreement, the Publisher shall deduct 15% per cent of all net receipts from all licenses issued by it to all licensees in the United States and elsewhere, as collection charges for the collection of the proceeds of such licenses, before computing the royalties payable under Paragraph 4 of this agreement.
- i) The Writer hereby acknowledges that in consideration of this agreement the Publisher has paid to him, and he hereby acknowledges receipt of the sum of None (\$       ) Dollars, as a general advance against any and all royalties heretofore and hereafter payable to the Writer by the Publisher, and any of the Publisher's associated, affiliated and subsidiary corporations and to be recouped therefrom.
- j) With respect to any and all demonstration records Publisher elects to make of Composition(s) coming within the terms of this agreement, Publisher shall advance the cost thereof but one-half (1/2) of such costs (reduced in proportion to the total number of writers of any such Composition(s)), shall be deemed a general advance to be recouped by Publisher from any and all royalties or other monies payable to Writer or to become payable to Writer hereunder.

5. The Publisher agrees to render to the Writer on or about each August 15th covering the six (6) months ending June 30th and each February 15th covering the six (6) months ending December 31st, royalty statements showing the amount of compensation due to the undersigned hereunder, accompanied by remittance for any royalties shown to be due the undersigned by said statement. Any such statement shall be binding upon you one (1) year after it has been rendered to you unless you have objected to it in writing during such period of time.

The Publisher agrees that the Writer may appoint a certified public accountant who shall, upon the Writer's written request therefor, have access to all of the Publisher's books and records relating to the said Composition, during regular business hours, for the purpose of verifying royalty statements hereunder.

6. Anything to the contrary notwithstanding, nothing in this agreement contained shall obligate the Publisher to print copies of said Composition or shall prevent the Publisher from authorizing publishers, agents and representatives in

\*SEE ATTACHED RIDER



9. Written demands and notices other than royalty statements provided for herein shall be sent by registered mail.
10. The Writer hereby irrevocably constitutes and appoints the Publisher or any of its officers, directors, or general manager, his attorney and representative, in the name of the Writer, or any of them, or in the name of the Publisher, its successors and assigns, to make, sign, execute, acknowledge and deliver any and all instruments which may be desirable or necessary in order to vest in the Publisher, its successors and assigns, any of the rights hereinabove referred to.
11. Any legal action brought by the Publisher against any alleged infringer of said Composition shall be initiated and prosecuted at the Publisher's sole expense, and of any recovery made by it as a result thereof, after deduction of the expense of the litigation, a sum equal to thirty-three and one-third (33-1/3%) per cent shall be paid to the Writer.

a) If a claim is presented against the Publisher in respect of said Composition, and because thereof the Publisher is jeopardized, it shall thereupon serve written notice upon the Writer, containing the full details of such claim known to the Publisher and thereafter until the claim has been adjudicated or settled shall hold any moneys coming due the Writer in escrow pending the outcome of such claim or claims. The Publisher shall have the right to settle or otherwise dispose of such claims in any manner as it in its sole discretion may determine. In the event of any recovery against the Publisher, either by way of judgment or settlement, all of the costs, charges, disbursements, attorney fees and the amount of the judgment or settlement, may be deducted by the Publisher from any and all royalties or other payments therefore or thereafter payable to the Writer by the Publisher or by its associated, affiliated, or subsidiary corporations.

b) From and after the service of summons in a suit for infringement filed against the Publisher with respect to said Composition, any and all payments thereafter coming due the Writer shall be held by the Publisher in trust until the suit has been adjudicated and then be disbursed accordingly, unless the Writer shall elect to file an acceptable bond in the sum of payments, in which event the sums due shall be paid to the Writer.

12. In the event that this agreement is signed by more than one Writer, this agreement shall be considered as the joint agreement of all said Writers and as the individual agreement of each of said Writers with the same force and effect as if each of them had entered into separate agreements embodying all of the provisions hereof. In such event the royalties in all songs written by said Writers under this agreement shall be divided equally between them.

\*13. ~~This Agreement shall be binding upon the parties hereto and their respective successors-in-interest, legal representatives and assigns, and unless the Publisher shall notify the Writer in writing prior to the expiration of the initial term of this Agreement of its intention not to renew this Agreement then, in such event, the terms and provisions hereof shall automatically be extended and renewed for an additional period of three (3) years commencing immediately after the expiration of the original term hereof.~~

14. The Writer hereby acknowledges that his services as a Writer and/or a composer are unique, exceptional and extraordinary and that in the event of any breach by the Writer of any of his undertakings or obligations under this agreement, the Publisher shall be entitled to an injunction to enforce the same, in addition to any other remedies available to him.

15. The Writer agrees that during the term of this agreement and any extensions thereof, he will not consent to or permit the use of his name as the author and/or composer of any musical composition of which he is not the actual author or co-author or composer or co-composer, unless said Composition or Compositions is published or owned by the Publisher. The Writer agrees that he will not write or compose any compositions under any name other than his own name. These undertakings are of the essence of this agreement.

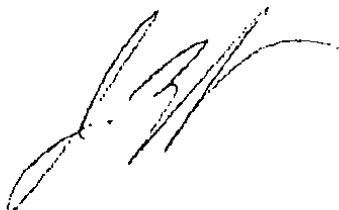
16. Immediately upon the completion or acquisition of any Composition as defined in Paragraph 1 hereof, the Writer will deliver to the Publisher a manuscript copy of said Composition and agrees that during the term of this agreement and any extension thereof he will deliver to the Publisher a minimum of one complete composition per month hereunder. These undertakings are of the essence of this Agreement.

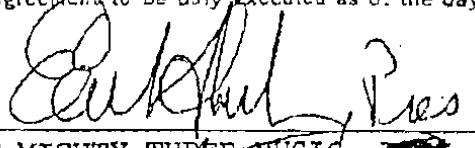
17. This agreement shall be construed only under the laws of the State of ~~Delaware~~ <sup>Pennsylvania</sup>. If any part of this agreement shall be invalid or unenforceable, it shall not affect the validity of the balance of this agreement.

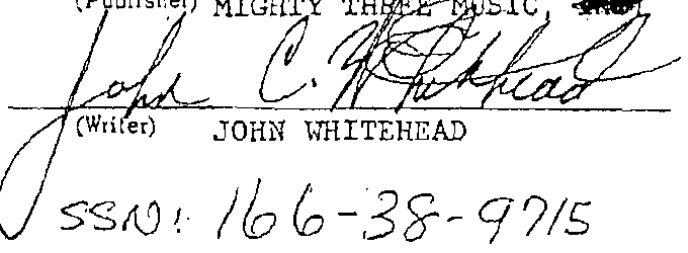
18. This agreement sets forth the entire understanding and agreement of the parties hereto, and this agreement may not be altered, modified, cancelled or terminated in any way except upon the agreement of the parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

\*SEE ATTACHED RIDER



  
(Publisher) MIGHTY THREE MUSIC, INC.

  
(Writer) JOHN WHITEHEAD

SSN: 166-38-9715

19. (a) The initial term of this Agreement shall be for a period of one (1) year commencing on the date of this Agreement.

(b) Writer grants to Publisher the option to extend the term of this Agreement for five (5) additional successive periods of one (1) year each upon all terms and conditions herein contained. Any such option may be exercised by Publisher by giving Writer notice in writing at least thirty (30) days prior to the expiration of the then current period of the term. Such notice to Writer may be given by delivery to Writer personally or by mailing to Writer at Writer's address last known to Publisher. Notice by mail shall be deemed to be given as of the date on which it is mailed.

20. (a) Provided you shall faithfully and completely perform each and every covenant and condition of this Agreement on your part to be kept and performed, Publisher *Contractual* will guarantee Writer a minimal annual ~~salary~~ of \$25,000.00 *advance* payable in equal weekly installments during the initial term hereof and succeeding option periods as an advance against earnings under this Agreement as hereinafter provided. 6

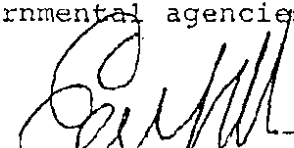
(b) Further, Publisher grants the Writer fifteen (15%) per cent of publishing (mechanicals) in the first year hereof and twenty (20%) percent in the first option year period and twenty-five (25%) in each succeeding option year period; provided, however, that Writer shall first earn \$25,000.00 pursuant to the terms of paragraph 4, and in the event Writer does not earn the said \$25,000.00, Publisher shall (i) withhold the aforescribed applicable percentage of mechanicals for the preceding ~~twelve~~ *twelve* month period to recoup the difference between the said amount earned under paragraph 4 hereof and the actual monies paid, and/or (ii) credit the monies paid under the Exclusive Production Agreement between Gamble-Huff Productions and JOHN WHITEHEAD dated May 25, 1976 to make up the difference between earned monies and monies paid hereunder.

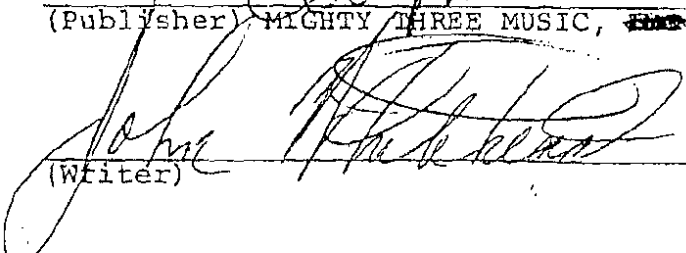
(c) It is specifically understood and agreed that the guaranteed yearly ~~salary~~ *advance* of \$25,000.00 under this Agreement shall also take as a credit against the weekly payments any and all monies earned under the Exclusive Production Agreement between Gamble-Huff Productions and JOHN WHITEHEAD dated May 25, 1976, as well as the monies earned under this Agreement, including the mechanicals in paragraph 20(b) above, so that earned monies shall be the aggregate of all sums under this Agreement and the said Exclusive Production Agreement.

*J. Zk.*

(d) Company will pay Writer a one-time \$15,000.00 non-recuperable payment upon the signing hereof, (\$5,000.00 has already been paid to Writer), and this payment is made notwithstanding any present deficit balance the Writer may have with the Company.

(e) In regard to any payments made hereunder, Producer shall consult with his tax accountants with reference to any taxes being withheld from any and all payments hereunder and shall instruct Company on the desired deductions and withholding taxes to be paid to various governmental agencies.

  
(Publisher) MIGHTY THREE MUSIC, INC.

  
(Writer)



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otherwise including the title, words, and music, and all copyrights therein and all rights, claims and demands in any way relating thereto, and the exclusive right to secure copyright therein throughout the entire world, and to have and to hold the said copyrights and all rights of whatsoever nature now and hereafter thereunder existing and/or existing under any agreements or licenses relating thereto, for and during the full terms of all of said copyrights. In consideration of the agreement to pay royalties herein contained and other good and valuable consideration in hand paid by the Publisher to the Writer, receipt of which is hereby acknowledged, the Writer hereby sells, assigns, transfers and delivers to the Publisher, its successors and assigns, all renewal and extensions of the copyrights of said musical composition(s) to which the Writer may be entitled hereafter, and all registrations thereof, and all rights of any and every nature now and hereafter thereunder existing, for the full terms of all such renewals and extensions of copyrights. The compositions referred to in Paragraph 1 hereof are hereinafter jointly and severally referred to as the "Compositions."

2. The Writer hereby warrants that the said Compositions are and shall be his sole, exclusive and original works, that he has full right and power to make this agreement, that there does not exist and shall not exist any adverse claim in or to the said Compositions, and that the said Compositions are new and original and do not infringe on any other copyrighted works.

3. Prior to collaborating with any other author or composer, the Writer agrees to advise said collaborator that he is under exclusive agreement to the Publisher and that said collaborator must agree to grant to said Publisher the same rights as Writer granted under Paragraph 1 of this agreement and to accept a part of the royalties payable to the Writer hereunder divided as agreed among the Writer and his collaborator.

4. In consideration of this agreement, the Publisher agrees to pay the Writer during the original and renewal and extended term of copyright in the said Compositions throughout the world, the following royalties:

a) On regular piano copies sold and paid for at wholesale in the United States of America, royalties \$ .05 cents per copy;

b) A royalty of five (5c) cents per copy of dance orchestrations thereof in any form sold and paid for in the United States of America;

c) A royalty of fifty (50%) per cent of all net earned sums paid to and received by the Publisher for regular piano copies and/or orchestrations thereof sold and paid for in any foreign country by a foreign publisher.

d) A royalty of ten (10%) per cent of the net wholesale selling price received by the Publisher on any and all folios and composite works containing words and music and consisting entirely of Compositions written by the Writer and embraced in this agreement. In the event that such folios or composite works shall not consist entirely of Compositions of the Writer which are embraced in this agreement, then and in that event the royalty payable to the Writer shall be pro rata in direct ratio as the number of the Compositions actually published and included hereunder shall bear to the total number of all Compositions and their respective writers published therein. The Writer hereby gives and grants to the Publisher, for the full term of this agreement and any extensions thereof, the sole and exclusive right and privilege throughout the entire world, to use the Writer's name and likeness on any and all song folios and composite works, except those heretofore published and copyrighted by any other person, firm or corporation. It is agreed that after the expiration of the term of this agreement and any extensions thereof, the Publisher shall have the non-exclusive right and privilege to continue the use of the Writer's name and likeness on all song folios and composite works published by the Publisher, and the Publisher shall have the right to continue to print and vend such song folios and composite works, on the same terms and conditions as provided herein. In the instance of song folios and composite works so published, the royalty payable to the Writer shall include an additional ten (10%) per cent of the net wholesale selling price received by the Publisher for such song folio and composite works sold and paid for.

e) The sum of Ten (\$10.00) Dollars as and when a Composition is published in any folio or composite work or lyric magazine containing lyrics only by the Publisher or licensees of the Publisher;

f) An amount equal to fifty (50%) per cent of all net earned sums received and actually retained by the Publisher under any licenses issued by the Publisher authorizing (1) the manufacture of phonograph records and other parts of instruments serving to mechanically reproduce said Compositions or (2) the use of said Compositions in synchronization with sound motion pictures;

g) As to "professional material" not sold or resold, no royalty shall be payable;

h) Notwithstanding anything contained in Paragraph 4 of this agreement, the Publisher shall deduct 15% per cent of all net receipts from all licenses issued by it to all licensees in the United States and elsewhere, as collection charges for the collection of the proceeds of such licenses, before computing the royalties payable under Paragraph 4 of this agreement.

i) The Writer hereby acknowledges that in consideration of this agreement the Publisher has paid to him, and he hereby acknowledges receipt of the sum of None (\$-----) Dollars, as a general advance against any and all royalties heretofore and hereafter payable to the Writer by the Publisher, and any of the Publisher's associated, affiliated and subsidiary corporations and to be recouped therefrom.

j) With respect to any and all demonstration records Publisher elects to make of Composition(s) coming within the terms of this agreement, Publisher shall advance the cost thereof but one-half ( $\frac{1}{2}$ ) of such costs (reduced in proportion to the total number of writers of any such Composition(s)), shall be deemed a general advance to be recouped by Publisher from any and all royalties or other monies payable to Writer or to become payable to Writer hereunder.

5. The Publisher agrees to render to the Writer on or about each August 15th covering the six (6) months ending June 30th and each February 15th covering the six (6) months ending December 31st, royalty statements showing the amount of compensation due to the undersigned hereunder, accompanied by remittance for any royalties shown to be due the undersigned by said statement. Any such statement shall be binding upon you one (1) year after it has been rendered to you unless you have objected to it in writing during such period of time.

The Publisher agrees that the Writer may appoint a certified public accountant who shall, upon the Writer's written request therefor, have access to all of the Publisher's books and records relating to the said Composition, during regular business hours, for the purpose of verifying royalty statements hereunder.

6. Anything to the contrary notwithstanding, nothing in this agreement contained shall obligate the Publisher to print copies of said Composition or shall prevent the Publisher from authorizing publishers, agents and representatives in

\* SEE ATTACHED RIDER

Cmc

C 003939

9. Written demands and notices other than royalty statements provided for herein shall be sent by registered mail.

10. The Writer hereby irrevocably constitutes and appoints the Publisher or any of its officers, directors, or general manager, his attorney and representative, in the name of the Writer, or any of them, or in the name of the Publisher, its successors and assigns, to make, sign, execute, acknowledge and deliver any and all instruments which may be desirable or necessary in order to vest in the Publisher, its successors and assigns, any of the rights hereinabove referred to.

11. Any legal action brought by the Publisher against any alleged infringer of said Composition shall be initiated and prosecuted at the Publisher's sole expense, and of any recovery made by it as a result thereof, after deduction of the expense of the litigation, a sum equal to thirty-three and one-third (33-1/3%) per cent shall be paid to the Writer.

a) If a claim is presented against the Publisher in respect of said Composition, and because thereof the Publisher is jeopardized, it shall thereupon serve written notice upon the Writer, containing the full details of such claim known to the Publisher and thereafter until the claim has been adjudicated or settled shall hold any moneys coming due the Writer in escrow pending the outcome of such claim or claims. The Publisher shall have the right to settle or otherwise dispose of such claims in any manner as it in its sole discretion may determine. In the event of any recovery against the Publisher, either by way of judgment or settlement, all of the costs, charges, disbursements, attorney fees and the amount of the judgment or settlement, may be deducted by the Publisher from any and all royalties or other payments therefore or thereafter payable to the Writer by the Publisher or by its associated, affiliated, or subsidiary corporations.

b) From and after the service of summons in a suit for infringement filed against the Publisher with respect to said Composition, any and all payments thereafter coming due the Writer shall be held by the Publisher in trust until the suit has been adjudicated and then be disbursed accordingly, unless the Writer shall elect to file an acceptable bond in the sum of payments, in which event the sums due shall be paid to the Writer.

12. In the event that this agreement is signed by more than one Writer, this agreement shall be considered as the joint agreement of all said Writers and as the individual agreement of each of said Writers with the same force and effect as if each of them had entered into separate agreements embodying all of the provisions hereof. In such event the royalties in all songs written by said Writers under this agreement shall be divided equally between them.

\* 13. ~~This Agreement shall be binding upon the parties hereto and their respective successors-in-interest, legal representatives and assigns, and unless the Publisher shall notify the Writer in writing prior to the expiration of the initial term of this Agreement of its intention not to renew this Agreement then, in such event, the terms and provisions hereof shall automatically be extended and renewed for an additional period of three (3) years commencing immediately after the expiration of the original term hereof.~~

14. The Writer hereby acknowledges that his services as a Writer and/or a composer are unique, exceptional and extraordinary and that in the event of any breach by the Writer of any of his undertakings or obligations under this agreement, the Publisher shall be entitled to an injunction to enforce the same, in addition to any other remedies available to him.

15. The Writer agrees that during the term of this agreement and any extensions thereof, he will not consent to or permit the use of his name as the author and/or composer of any musical composition of which he is not the actual author or co-author or composer or co-composer, unless said Composition or Compositions is published or owned by the Publisher. The Writer agrees that he will not write or compose any compositions under any name other than his own name. These undertakings are of the essence of this agreement.

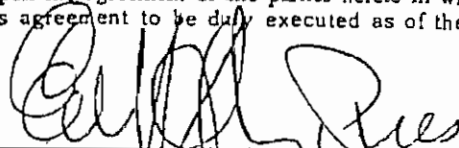
16. Immediately upon the completion or acquisition of any Composition as defined in Paragraph 1 hereof, the Writer will deliver to the Publisher a manuscript copy of said Composition and agrees that during the term of this agreement and any extension thereof he will deliver to the Publisher a minimum of one complete composition per month hereunder. These undertakings are of the essence of this Agreement.

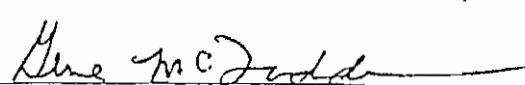
17. This agreement shall be construed only under the laws of the State of ~~Pennsylvania~~ <sup>Pennsylvania</sup> If any part of this agreement shall be invalid or unenforceable, it shall not affect the validity of the balance of this agreement.

18. This agreement sets forth the entire understanding and agreement of the parties hereto, and this agreement may not be altered, modified, cancelled or terminated in any way except upon the agreement of the parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

\*SEE ATTACHED RIDER

  
(Publisher) MIGHTY THREE MUSIC, INC.

  
(Writer) GENE MC FADDEN

SSN: 200-38-4393

Gnc



19. (a) The initial term of this Agreement shall be for a period of one (1) year commencing on the date of this Agreement.

(b) Writer grants to Publisher the option to extend the term of this Agreement for five (5) additional successive periods of one (1) year each upon all terms and conditions herein contained. Any such option may be exercised by Publisher by giving Writer notice in writing at least thirty (30) days prior to the expiration of the then current period of the term. Such notice to Writer may be given by delivery to Writer personally or by mailing to Writer at Writer's address last known to Publisher. Notice by mail shall be deemed to be given as of the date on which it is mailed.

20. (a) Provided you shall faithfully and completely perform each and every covenant and condition of this Agreement on your part to be kept and performed, Publisher will guarantee Writer a minimal annual ~~salary~~ of \$25,000.00 payable in equal weekly installments during the initial term hereof and succeeding option periods as an advance against earnings under this Agreement as hereinafter provided. *Contract advance*

(b) Further, Publisher grants the Writer fifteen (15%) per cent of publishing (mechanicals) in the first year hereof and twenty (20%) percent in the first option year period and twenty-five (25%) in each succeeding option year period; provided, however, that Writer shall first earn \$25,000.00 pursuant to the terms of paragraph 4, and in the event Writer does not earn the said \$25,000.00, Publisher shall (i) withhold the aforescribed applicable percentage of mechanicals for the preceding ~~two~~ *three* month period to recoup the difference between the said amount earned under paragraph 4 hereof and the actual monies paid, and/or (ii) credit the monies paid under the Exclusive Production Agreement between Gamble-Huff Productions and GENE McFADDEN dated May 25, 1976 to make up the difference between earned monies and monies paid hereunder.

(c) It is specifically understood and agreed that the guaranteed yearly ~~income~~ *advance* of \$25,000.00 under this Agreement shall also take as a credit against the weekly payments any and all monies earned under the Exclusive Production Agreement between Gamble-Huff Productions and GENE McFADDEN dated May 25, 1976, as well as the monies earned under this Agreement, including the mechanicals in paragraph 20(b) above, so that earned monies shall be the aggregate of all sums under this Agreement and the said Exclusive Production Agreement.

GMC

and the use of the said Composition on the music, films, recordings, performances, player hits and in connection with publicity and advertising concerning the Publisher, its successors, assigns and licensees, and said Composition, and agrees that the use of such name, likeness and title may commence prior to publication and may continue so long as the Publisher shall own and/or exercise any rights in said Composition.

9. Written demands and notices other than royalty statements provided for herein shall be sent by registered mail.  
 10. The Writer hereby irrevocably constitutes and appoints the Publisher or any of its officers, directors, or general manager, his attorney and representative, in the name of the Writer, or any of them, or in the name of the Publisher, its successors and assigns, to make, sign, execute, acknowledge and deliver any and all instruments which may be desirable or necessary in order to vest in the Publisher, its successors and assigns, any of the rights hereinabove referred to.  
 11. Any legal action brought by the Publisher against any alleged infringer of said Composition shall be initiated and prosecuted at the Publisher's sole expense, and of any recovery made by it as a result thereof, after deduction of the expense of the litigation, a sum equal to thirty-three and one-third (33-1/3%) per cent shall be paid to the Writer.

a) If a claim is presented against the Publisher in respect of said Composition, and because thereof the Publisher is jeopardized, it shall thereupon serve written notice upon the Writer, containing the full details of such claim known to the Publisher and thereafter until the claim has been adjudicated or settled shall hold any moneys coming due the Writer in escrow pending the outcome of such claim or claims. The Publisher shall have the right to settle or otherwise dispose of such claims in any manner as it in its sole discretion may determine. In the event of any recovery against the Publisher, either by way of judgment or settlement, all of the costs, charges, disbursements, attorney fees and the amount of the judgment or settlement, may be deducted by the Publisher from any and all royalties or other payments therefore or thereafter payable to the Writer by the Publisher or by its associated, affiliated, or subsidiary corporations.

b) From and after the service of summons in a suit for infringement filed against the Publisher with respect to said Composition, any and all payments thereafter coming due the Writer shall be held by the Publisher in trust until the suit has been adjudicated and then be disbursed accordingly, unless the Writer shall elect to file an acceptable bond in the sum of payments, in which event the sums due shall be paid to the Writer.

12. In the event that this agreement is signed by more than one Writer, this agreement shall be considered as the joint agreement of all said Writers and as the individual agreement of each of said Writers with the same force and effect as if each of them had entered into separate agreements embodying all of the provisions hereof. In such event the royalties in all songs written by said Writers under this agreement shall be divided equally between them.

13. This agreement shall be binding upon the parties hereto and their respective successors in interest, legal representatives and assigns and unless the Writer or Publisher shall notify the other in writing by registered mail return receipt requested at least two (2) years prior to the expiration of the original term hereof of their respective intentions not to renew this agreement, then in such event the terms and provisions hereof shall automatically be extended and renewed for an additional period of three (3) years commencing immediately after the expiration of the original term hereof.

14. The Writer hereby acknowledges that his services as a Writer and/or a composer are unique, exceptional and extraordinary and that in the event of any breach by the Writer of any of his undertakings or obligations under this agreement, the Publisher shall be entitled to an injunction to enforce the same, in addition to any other remedies available to him.

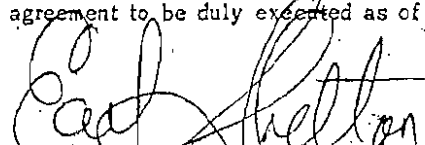
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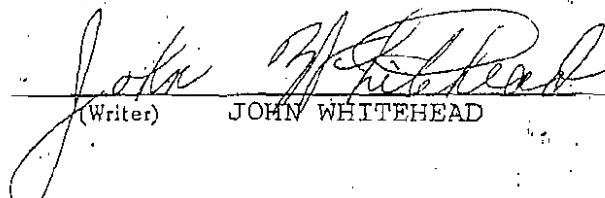
16. Immediately upon the completion or acquisition of any Composition as defined in Paragraph 1 hereof, the Writer will deliver to the Publisher a manuscript copy of said Composition and agrees that during the term of this agreement and any extension thereof he will deliver to the Publisher a minimum of one complete composition per month hereunder. These undertakings are of the essence of this Agreement.

17. This agreement shall be construed only under the laws of the State of New York. If any part of this agreement shall be invalid or unenforceable, it shall not affect the validity of the balance of this agreement.

18. This agreement sets forth the entire understanding and agreement of the parties hereto, and this agreement may not be altered, modified, cancelled or terminated in any way except upon the agreement of the parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

  
 (Publisher) ASSORTED MUSIC

  
 (Writer) JOHN WHITEHEAD



This form is the writer's statement of ownership in the work submitted. It must be filled out by the owner.		FORM OR NUMBER: NOV 28 1986	
PAY TO THE ORDER OF:		REMITTANCE (NUMBER AND DATE)	
DEPOSIT ACCOUNT FUNDS USED: <input type="checkbox"/>		DEPOSIT ACCOUNT FUNDS USED: <input type="checkbox"/>	
FOR COPYRIGHT OFFICE USE ONLY			
STATEMENT OF WORK (Check one): <input type="checkbox"/> PART A <input type="checkbox"/> PART B			
DEPOSIT ACCOUNT: If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of account.			
Name: <b>CAREERS MUSIC, INC.</b>		Account Number: <b>DA-030864</b>	
ADDRESS: Give name and address to which correspondence should be sent.			
Name: <b>CAREERS MUSIC, INC.</b>		Apt. No.:	
<b>8370 Wilshire Blvd., Beverly Hills, CA 90211</b>			
Address: (Street) (City) (State) (ZIP Code)			
I, the undersigned, hereby certify that I am the: (Check one)			
(Author) <input type="checkbox"/> other copyright claimant <input type="checkbox"/> owner of exclusive right(s) <input type="checkbox"/> authorized agent of: <b>CAREERS MUSIC, INC.</b>			
(Name of author or other copyright claimant, or owner of exclusive right(s))			
I declare that the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.			
Handwritten signature (A):		Printed name: <b>Aracely Granados</b>	
Typed or printed name:		Date: <b>11/24/86</b>	
Date:			
* FURTHER INFORMATION: False information—Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by the Copyright Act, or in any notice submitted in connection with the registration, shall be fined not more than \$5,000.			
Name: <b>CAREERS MUSIC, INC.</b>		Address: <b>8370 Wilshire Blvd.</b>	
Address: <b>Beverly Hills, CA 90211</b>		City: State: ZIP Code:	
City: State: ZIP Code:		MAIL CERTIFICATE TO	
City: State: ZIP Code:		MAIL CERTIFICATE TO	

[illegible]



**FORM PA**

UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER	
PA	47-091
PA	PAJ
EFFECTIVE DATE OF REGISTRATION	
13 JUN 1979	
Month	Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE CONTINUATION SHEET (FORM PA/COM)

1 Title	TITLE OF THIS WORK:	NATURE OF THIS WORK: (See instructions)
	"AIN'T NO STOPPIN' US NOW"	Piano & Guitar Arrangement
PREVIOUS OR ALTERNATIVE TITLES:		

2 Author(s)	<b>IMPORTANT:</b> Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). If any part of the work was "made for hire," check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates blank.													
	1	<table border="1"> <tr> <td>NAME OF AUTHOR: John Whitehead</td> <td>DATES OF BIRTH AND DEATH: Born (Year) Died (Year)</td> </tr> <tr> <td>AUTHOR'S NATIONALITY OR DOMICILE: Citizen of United States } or { Domiciled in (Name of Country)</td> <td> <table border="1"> <tr> <td colspan="2">WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:</td> </tr> <tr> <td>Anonymous? Yes No <input checked="" type="checkbox"/></td> <td>Pseudonymous? Yes No <input checked="" type="checkbox"/></td> </tr> <tr> <td colspan="2">If the answer to either of these questions is "Yes," see detailed instructions attached.</td> </tr> </table> </td> </tr> <tr> <td>AUTHOR OF: (Briefly describe nature of this author's contribution) words &amp; music</td> <td></td> </tr> </table>	NAME OF AUTHOR: John Whitehead	DATES OF BIRTH AND DEATH: Born (Year) Died (Year)	AUTHOR'S NATIONALITY OR DOMICILE: Citizen of United States } or { Domiciled in (Name of Country)	<table border="1"> <tr> <td colspan="2">WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:</td> </tr> <tr> <td>Anonymous? Yes No <input checked="" type="checkbox"/></td> <td>Pseudonymous? Yes No <input checked="" type="checkbox"/></td> </tr> <tr> <td colspan="2">If the answer to either of these questions is "Yes," see detailed instructions attached.</td> </tr> </table>	WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:		Anonymous? Yes No <input checked="" type="checkbox"/>	Pseudonymous? Yes No <input checked="" type="checkbox"/>	If the answer to either of these questions is "Yes," see detailed instructions attached.		AUTHOR OF: (Briefly describe nature of this author's contribution) words & music	
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If the answer to either of these questions is "Yes," see detailed instructions attached.														
AUTHOR OF: (Briefly describe nature of this author's contribution) words & music														

3 Year of Completion	YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED:	DATE AND NATION OF FIRST PUBLICATION:
	Year 1978 (This information must be given in all cases.)	Date May 14, 1979 Nation United States and Canada <i>Smith</i> (Complete this block ONLY if this work has been published.)

4 Copyright Claimant(s)	NAME(S) AND ADDRESS(ES) OF COPYRIGHT CLAIMANT(S):
	Mighty Three Music 303 N. Second Street Philadelphia, Pa. 19107
5 Transfer of Copyright	TRANSFER: If the copyright claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the copyright was transferred (ownership of the copyright). writers are signed to exclusive contracts dated: Whitehead: 5/28/76, McFadden: 5/26/76, Cohen: 8/2/78

Complete all applicable spaces (numbers 5-9) on the reverse side of this page.  
 Notes detailed in instructions attached.

DO NOT WRITE HERE

Page 1 of 3 pages


PA 47-091	EXAMINED BY: <i>gk</i> CHECKED BY:	APPLICATION RECEIVED: JUN 13 79	FOR COPYRIGHT OFFICE USE ONLY
	CORRESPONDENCE: <input checked="" type="checkbox"/> Yes	DEPOSIT RECEIVED: JUN 13 79 JUN 13 79	
	DEPOSIT ACCOUNT FUNDS USED: <input checked="" type="checkbox"/>	REMITTANCE NUMBER AND DATE:	

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED ADDITIONAL SPACE, USE CONTINUATION SHEET (FORM PA/CON)

<b>PREVIOUS REGISTRATION:</b> <ul style="list-style-type: none"> <li>Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office? Yes <input checked="" type="checkbox"/> No</li> <li>If your answer is "Yes," why is another registration being sought? (Check appropriate box.)           <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> This is the first published edition of a work previously registered in unpublished form.</li> <li><input type="checkbox"/> This is the first application submitted by this author or as copyright claimant.</li> <li><input type="checkbox"/> This is a changed version of the work, as shown by line 6 of the application.</li> </ul> </li> <li>If your answer is "Yes," give: Previous Registration Number <i>pending</i> Year of Registration <i>1978</i></li> </ul>	<b>5</b> Previous Registration
--	--------------------------------------

<b>COMPILATION OR DERIVATIVE WORK:</b> (See instructions) <div> <b>PREEXISTING MATERIAL:</b> (Identify any preexisting work or works that the work is based on or incorporates.)                       .....                       .....                       .....         </div> <div> <b>MATERIAL ADDED TO THIS WORK:</b> (Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.)                       .....             <b>PIANO &amp; GUITAR ARRANGEMENT.</b>             .....                       .....         </div>	<b>6</b> Compilation or Derivative Work
---	---

<b>DEPOSIT ACCOUNT:</b> (If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.) Name: <i>Mighty Three Music</i> Account Number: <i>DAO 31046</i>	<b>CORRESPONDENCE:</b> (Give name and address to which correspondence about this application should be sent.) Name: <i>Constance Heigler, Dir. Pub. Adm.</i> <i>Mighty Three Music</i> Address: <i>309 S. Broad St.</i> (Apt) <i>Philadelphia, Pa. 19107</i> (City) (State) (ZIP)	<b>7</b> Fee and Correspondence
--	---	---------------------------------------

<b>CERTIFICATION:</b> I, the undersigned, hereby certify that I am the: (Check one) <input type="checkbox"/> author <input type="checkbox"/> other copyright claimant <input type="checkbox"/> owner of exclusive right(s) <input checked="" type="checkbox"/> authorized agent of: <i>Mighty Three Music</i> of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.  Handwritten signature: (X) <i>Constance Heigler</i> Typed or printed name: <i>Constance Heigler</i> Date: <i>5/29/79</i>	<b>8</b> Certification (Application must be signed)
---	---

<div> <i>Mighty Three Music</i> (Name)             <i>309 S. Broad St.</i> (Number, Street and Apartment Number)             <i>Philadelphia, Pa. 19107</i> (City) (State) (ZIP code)         </div>	<b>MAIL          CERTIFICATE</b> <b>28 OCT 1979</b> (Certificate will be mailed in window envelope)	<b>9</b> Address For Return of Certificate
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§ 17 U.S.C. 1091: FALSE REPRESENTATION—Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 407, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

U. S. GOVERNMENT PRINTING OFFICE: 1977 O - 348-484

Rev. 11-77 - 1, 090, 000



**CONTINUATION SHEET FOR FORM PA****FORM PA/CON**

UNITED STATES COPYRIGHT OFFICE

- If at all possible, try to fit the information called for into the spaces provided on Form PA.
- If you do not have space enough for all of the information you need to give on Form PA, use this continuation sheet and submit it with Form PA.
- If you submit this continuation sheet, clip (do not tape or staple) it to Form PA and fold the two together before submitting them.
- **PART A** of this sheet is intended to identify the basic application. **PART B** is a continuation of Space 2. **PART C** (on the reverse side of this sheet) is for the continuation of Spaces 1, 4, or 6. The other spaces on Form PA call for specific items of information, and should not need continuation.

REGISTRATION NUMBER	
PA 47-091	PAU
EFFECTIVE DATE OF REGISTRATION 13 JUN 1979	
CONTINUATION SHEET RECEIVED 13 JUN 1979	
Page 2 of 3 pages	

**DO NOT WRITE ABOVE THIS LINE. FOR COPYRIGHT OFFICE USE ONLY**

<b>(A)</b> Identification of Application	<b>IDENTIFICATION OF CONTINUATION SHEET:</b> This sheet is a continuation of the application for copyright registration on Form PA, submitted for the following work:
	<ul style="list-style-type: none"> <li>• <b>TITLE:</b> (Give the title as given under the heading "Title of this Work" in Space 1 of Form PA.) <b>AIN'T NO STOPPIN' US NOW</b></li> <li>• <b>NAME(S) AND ADDRESS(ES) OF COPYRIGHT CLAIMANT(S):</b> (Give the name and address of at least one copyright claimant as given in Space 2 of Form PA.) <b>Might Three Music 309 S. Broad St. Phila. PA 19107</b></li> </ul>

<b>(B)</b> Continuation of Space 2	<b>NAME OF AUTHOR:</b> Might Three Music	<b>DATES OF BIRTH AND DEATH:</b> Born (Year) Died (Year)
	Was this author's contribution to the work a "work made for hire"? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:</b> Anonymous? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Pseudonymous? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	<b>AUTHOR'S NATIONALITY OR DOMICILE:</b> Citizen of <u>US</u> or Domiciled in <u>US</u>	If the answer to either of these questions is "Yes," see detailed instructions attached.
	<b>AUTHOR OF:</b> (Briefly describe nature of this author's contribution) Piano & Guitar arrangements	
	<b>NAME OF AUTHOR:</b> Was this author's contribution to the work a "work made for hire"? Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>DATES OF BIRTH AND DEATH:</b> Born (Year) Died (Year)
<b>AUTHOR'S NATIONALITY OR DOMICILE:</b> Citizen of <u>US</u> or Domiciled in <u>US</u>	<b>WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:</b> Anonymous? Yes <input type="checkbox"/> No <input type="checkbox"/> Pseudonymous? Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>AUTHOR OF:</b> (Briefly describe nature of this author's contribution)	If the answer to either of these questions is "Yes," see detailed instructions attached.	
<b>NAME OF AUTHOR:</b> Was this author's contribution to the work a "work made for hire"? Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>DATES OF BIRTH AND DEATH:</b> Born (Year) Died (Year)	
<b>AUTHOR'S NATIONALITY OR DOMICILE:</b> Citizen of <u>US</u> or Domiciled in <u>US</u>	<b>WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:</b> Anonymous? Yes <input type="checkbox"/> No <input type="checkbox"/> Pseudonymous? Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>AUTHOR OF:</b> (Briefly describe nature of this author's contribution)	If the answer to either of these questions is "Yes," see detailed instructions attached.	
<b>NAME OF AUTHOR:</b> Was this author's contribution to the work a "work made for hire"? Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>DATES OF BIRTH AND DEATH:</b> Born (Year) Died (Year)	
<b>AUTHOR'S NATIONALITY OR DOMICILE:</b> Citizen of <u>US</u> or Domiciled in <u>US</u>	<b>WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:</b> Anonymous? Yes <input type="checkbox"/> No <input type="checkbox"/> Pseudonymous? Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>AUTHOR OF:</b> (Briefly describe nature of this author's contribution)	If the answer to either of these questions is "Yes," see detailed instructions attached.	
<b>NAME OF AUTHOR:</b> Was this author's contribution to the work a "work made for hire"? Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>DATES OF BIRTH AND DEATH:</b> Born (Year) Died (Year)	
<b>AUTHOR'S NATIONALITY OR DOMICILE:</b> Citizen of <u>US</u> or Domiciled in <u>US</u>	<b>WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:</b> Anonymous? Yes <input type="checkbox"/> No <input type="checkbox"/> Pseudonymous? Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>AUTHOR OF:</b> (Briefly describe nature of this author's contribution)	If the answer to either of these questions is "Yes," see detailed instructions attached.	

Use the reverse side of this sheet if you need more space for:

• Further continuation of Space 2

• Continuation of Spaces 1, 4, or 6 of Form PA

PA 47-091

<b>NAME OF AUTHOR:</b> Was this author's contribution to the work a "work made for hire"? Yes No	<b>DATES OF BIRTH AND DEATH:</b> Born (Year) Died (Year)	<b>Continuation of Space 1</b>
<b>AUTHOR'S NATIONALITY OR DOMICILE:</b> Citizen of (Name of Country) or Domiciled in (Name of Country)	<b>WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:</b> Anonymous? Yes No Pseudonymous? Yes No If the answer to either of these questions is "Yes," see detailed instructions attached.	
<b>AUTHOR OF:</b> (Briefly describe nature of this author's contribution)		
<b>NAME OF AUTHOR:</b> Was this author's contribution to the work a "work made for hire"? Yes No	<b>DATES OF BIRTH AND DEATH:</b> Born (Year) Died (Year)	<b>Continuation of Space 1</b>
<b>AUTHOR'S NATIONALITY OR DOMICILE:</b> Citizen of (Name of Country) or Domiciled in (Name of Country)	<b>WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:</b> Anonymous? Yes No Pseudonymous? Yes No If the answer to either of these questions is "Yes," see detailed instructions attached.	
<b>AUTHOR OF:</b> (Briefly describe nature of this author's contribution)		
<b>NAME OF AUTHOR:</b> Was this author's contribution to the work a "work made for hire"? Yes No	<b>DATES OF BIRTH AND DEATH:</b> Born (Year) Died (Year)	<b>Continuation of Space 1</b>
<b>AUTHOR'S NATIONALITY OR DOMICILE:</b> Citizen of (Name of Country) or Domiciled in (Name of Country)	<b>WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:</b> Anonymous? Yes No Pseudonymous? Yes No If the answer to either of these questions is "Yes," see detailed instructions attached.	
<b>AUTHOR OF:</b> (Briefly describe nature of this author's contribution)		
<b>NAME OF AUTHOR:</b> Was this author's contribution to the work a "work made for hire"? Yes No	<b>DATES OF BIRTH AND DEATH:</b> Born (Year) Died (Year)	<b>Continuation of Space 1</b>
<b>AUTHOR'S NATIONALITY OR DOMICILE:</b> Citizen of (Name of Country) or Domiciled in (Name of Country)	<b>WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:</b> Anonymous? Yes No Pseudonymous? Yes No If the answer to either of these questions is "Yes," see detailed instructions attached.	
<b>AUTHOR OF:</b> (Briefly describe nature of this author's contribution)		

CONTINUATION OF (Check which) ☐ Space 1 ☐ Space 4 ☐ Space 6

**Continuation of other Spaces**

**FORM PA**

UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

PA 304-460

EFFECTIVE DATE OF REGISTRATION

SEP 29 1986

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK

1

A LITTLE BIT MORE

PREVIOUS OR ALTERNATIVE TITLES

NATURE OF THIS WORK

WORDS AND MUSIC

2

NAME OF AUTHOR

a Gene McFadden

DATES OF BIRTH AND DEATH

Year Born Year Died

Was this contribution to the work a "work made for hire"?

☐ Yes☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

or

Citizen of

Domiciled in

UNITED STATES

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?

☐ Yes ☒ No

Pseudonymous?

☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

**NOTE**

Under the law, the "author" of a work made for hire is generally the employer, not the employee (see instructions for any part of this work that was made for hire).

NATURE OF AUTHORSHIP

Briefly describe nature of the material created by this author in which copyright is claimed.

WORDS AND MUSIC

NAME OF AUTHOR

b Linda Vitall

DATES OF BIRTH AND DEATH

Year Born Year Died

Was this contribution to the work a "work made for hire"?

☐ Yes☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

or

Citizen of

Domiciled in

UNITED STATES

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?

☐ Yes ☒ No

Pseudonymous?

☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP

Briefly describe nature of the material created by this author in which copyright is claimed.

WORDS AND MUSIC

NAME OF AUTHOR

c Martin McKinney

DATES OF BIRTH AND DEATH

Year Born Year Died

Was this contribution to the work a "work made for hire"?

☐ Yes☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

or

Citizen of

Domiciled in

UNITED STATES

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?

☐ Yes ☒ No

Pseudonymous?

☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP

Briefly describe nature of the material created by this author in which copyright is claimed.

WORDS AND MUSIC

YEAR IN WHICH CREATION OF THIS

WORK WAS COMPLETED

1986

This information need not be given in all cases.

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information ONLY if this work has been published.

July 18 1986

UNITED STATES

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.

SUMMA GROUP MUSIC/GENE MCFADDEN MUSIC  
c/o Careers Music, Inc.  
BOULDER, CO 80501

TRANSFER If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

BY WRITTEN AGREEMENT

MORE ON BACK

• Complete in applicable spaces. • Refer to back of form for instructions. • See the form and date.

APPLICANT'S SIGNATURE

SEP 29 1986

SEP 29 1986

SEP 29 1986

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SEP 29 1986

DO NOT WRITE HERE



[illegible]

**FORM RE**  
 For Renewal of a Work  
 UNITED STATES COPYRIGHT OFFICE

111833195



RE 620-299



EFFECTIVE DATE OF RENEWAL REGISTRATION

JAN 05 2000

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET (RE/CON).

**1 RENEWAL CLAIMANT(S), ADDRESS(ES), AND STATEMENT OF CLAIM ▼ (See Instructions)**

Name Leon Huff

1 Address 309 S. Broad Street; Philadelphia, PA 19107

Claiming as author

(Use appropriate statement from instructions)

Name Gene McFadden

2 Address c/o McFadden Entertainment, Inc.; 7219 N. Bryan St.; Philadelphia, PA 19119

Claiming as author

Name John Whitehead

3 Address c/o Warner/Chappell Music, Inc.; 10585 Santa Monica Blvd.; Los Angeles, CA 90025-4950

Claiming as author

**2 TITLE OF WORK IN WHICH RENEWAL IS CLAIMED ▼**

BACK STAGGERS

**RENEWABLE MATTER ▼**

words and music

**PUBLICATION AS A CONTRIBUTION** If this work was published as a contribution to a periodical, serial, or other composite work, give information about the collective work in which the contribution appeared.

Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼

Number ▼

Issue Date ▼

**3 AUTHOR(S) OF RENEWABLE MATTER ▼**

Leon Huff

Gene McFadden

John Whitehead

**4 ORIGINAL REGISTRATION NUMBER ▼ ORIGINAL COPYRIGHT CLAIMANT ▼**

EP 306867

Assorted Music

**ORIGINAL DATE OF COPYRIGHT**

If the original registration for this work was made in published form, give:

DATE OF PUBLICATION

(Month)

11-29-1972

(Day)

(Year)

If the original registration for this work was made in unpublished form, give:

DATE OF REGISTRATION:

(Month)

(Day)

(Year)

**MORE ON BACK ►**

• Complete all applicable spaces (numbers 5-8) on the reverse side of this page.

• See detailed instructions

• Sign the form at space 7.

DO NOT WRITE HERE

Page 1 of 2 pages

RENEWAL APPLICATION RECEIVED  
JAN 05 2000

FORM RE

CORRESPONDENCE ☐ YESEXAMINED BY *km*

CHECKED BY

FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET (RE/CON).

RENEWAL FOR GROUP OF WORKS BY SAME AUTHOR: To make a single registration for a group of works by the same individual author published as contributions to periodicals (see instructions), give full information about each contribution. If more space is needed, request continuation sheet (Form RE/CON).

5

1	Title of Contribution:				
	Title of Periodical:	Vol:	No:	Issue Date:	
	Date of Publication:	Registration Number:			
	(Month) (Day) (Year)				
2	Title of Contribution:				
	Title of Periodical:	Vol:	No:	Issue Date:	
	Date of Publication:	Registration Number:			
	(Month) (Day) (Year)				
3	Title of Contribution:				
	Title of Periodical:	Vol:	No:	Issue Date:	
	Date of Publication:	Registration Number:			
	(Month) (Day) (Year)				
4	Title of Contribution:				
	Title of Periodical:	Vol:	No:	Issue Date:	
	Date of Publication:	Registration Number:			
	(Month) (Day) (Year)				

DEPOSIT ACCOUNT: If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name Warner/Chappell Music, Inc.

Name Renewals Coordinator, Warner/Chappell Music, Inc.

Address 10585 Santa Monica Blvd.

Account Number DA 063849

Los Angeles  
(City)CA  
(State)(Apt)  
90025  
(ZIP)

Area Code and Telephone Number (310) 441-8800

Be sure to  
give your  
daytime phone  
number

6

CERTIFICATION\* I, the undersigned, hereby certify that I am the: (Check one)

renewal claimant ☐ duly authorized agent of

claimant(s) in space one

(Name of renewal claimant) &amp;

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name

Deborah Vaughn

Date

1-1-2000



Handwritten signature (X)

Deborah Vaughn

7

MAIL  
CERTIFI-  
CATE TOName Deborah Vaughn  
Warner/Chappell Music, Inc.Number/Street/Apt  
10585 Santa Monica Blvd.Certificate  
will be  
mailed in  
window  
envelopeCity/State/ZIP  
Los Angeles, CA 90025-4950\* Complete all necessary spaces  
\* Sign your application in space 71. Application form  
2. Nonrefundable \$45 filing fee  
in check or money order  
payable to  
Register of CopyrightsRegister of Copyrights  
Library of Congress  
Washington, D.C. 20559

8

\*17 U.S.C. § 508(e) Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

# CONTINUATION SHEET FOR APPLICATION FORM RE


**FORM RE/CON**

UNITED STATES COPYRIGHT OFFICE

## INSTRUCTIONS

- This Continuation Sheet is to be used **only** in conjunction with Basic Form RE.
- Use this sheet **only** if you need more space to continue the listing started in Space 1 and/or Space 5 of Form RE. Use as many additional continuation sheets as you need.
- Follow instructions accompanying Form RE in filling out this continuation sheet. Number each line in Spaces B and C consecutively.
- Submit this continuation sheet with the Basic Form RE and the other continuation sheets, if any. Clip (do not tape or staple) and fold all sheets together before submitting them.

RE 875-327



REF ID: A600675327

EFFECTIVE DATE OF RENEWAL REGISTRATION

DEC 31 2002

(Month)

(Day)

(Year)

CONTINUATION SHEET RECEIVED

DEC 31 2002

Page 3 of 4 pages

DO NOT WRITE ABOVE THIS LINE. FOR COPYRIGHT OFFICE USE ONLY

**(A)**Identification  
of  
Application

IDENTIFICATION OF CONTINUATION: This sheet is a continuation of Space 1 and Space 5 of the application for renewal registration on Form RE, submitted for the following:

- TITLE AT SPACE 2 OR TITLE OF FIRST GROUP OF WORKS IN WHICH RENEWAL IS CLAIMED: (Give first title as given in Space 5 of Form RE) LET'S GROOVE
- RENEWAL CLAIMANT AND ADDRESS: (Give the name and address of at least one renewal claimant as given in Space 1 of Form RE) Leon Huff, 309 S. Broad Street, Philadelphia, PA 19107

**(B)**Continuation  
of Space 1

RENEWAL CLAIMANT(S), ADDRESS(ES), AND STATEMENT OF CLAIM: (See Instructions on Basic Form RE)

Name Vic. Carstarphen

Address c/o Star Direction Inc., 9200 W. Sunset Blvd. Ph-20, Los Angeles, CA 90069-3502

Claiming as author

Name

Address

Claiming as

Name

Address

Claiming as

Name

Address

Claiming as

Name

Address

Claiming as

Name

Address

Claiming as

				Vol.	No.	Issue Date
<input type="checkbox"/>	Title of Contribution: Periodical: Date of Publication:	(Month)	(Day)	(Year)	Registration Number:	
<input type="checkbox"/>	Title of Contribution: Periodical: Date of Publication:	(Month)	(Day)	(Year)	Registration Number:	
<input type="checkbox"/>	Title of Contribution: Periodical: Date of Publication:	(Month)	(Day)	(Year)	Registration Number:	
<input type="checkbox"/>	Title of Contribution: Periodical: Date of Publication:	(Month)	(Day)	(Year)	Registration Number:	
<input type="checkbox"/>	Title of Contribution: Periodical: Date of Publication:	(Month)	(Day)	(Year)	Registration Number:	
<input type="checkbox"/>	Title of Contribution: Periodical: Date of Publication:	(Month)	(Day)	(Year)	Registration Number:	
<input type="checkbox"/>	Title of Contribution: Periodical: Date of Publication:	(Month)	(Day)	(Year)	Registration Number:	
<input type="checkbox"/>	Title of Contribution: Periodical: Date of Publication:	(Month)	(Day)	(Year)	Registration Number:	
<input type="checkbox"/>	Title of Contribution: Periodical: Date of Publication:	(Month)	(Day)	(Year)	Registration Number:	
<input type="checkbox"/>	Title of Contribution: Periodical: Date of Publication:	(Month)	(Day)	(Year)	Registration Number:	
<input type="checkbox"/>	Title of Contribution: Periodical: Date of Publication:	(Month)	(Day)	(Year)	Registration Number:	
<input type="checkbox"/>	Title of Contribution: Periodical: Date of Publication:	(Month)	(Day)	(Year)	Registration Number:	
<input type="checkbox"/>	Title of Contribution: Periodical: Date of Publication:	(Month)	(Day)	(Year)	Registration Number:	
<input type="checkbox"/>	Title of Contribution: Periodical: Date of Publication:	(Month)	(Day)	(Year)	Registration Number:	

Renewals Coordinator (Name) Warner/Chappell Music, Inc., 10585 Santa Monica Blvd. (Number, Street and Apartment Number) Los Angeles CA 90025 (City) (State) (ZIP Code)				MAIL CERTIFICATE TO  (Certificate will be mailed in window envelope)
---	--	--	--	--

**FORM RE**For Renewal of a Work  
UNITED STATES COPYRIGHT OFFICE

RE 841-679



EFFECTIVE DATE OF RENEWAL REGISTRATION

JAN 05 2001

Month Day Year

118965966



DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET (RE/CON).

**1 RENEWAL CLAIMANT(S), ADDRESS(ES), AND STATEMENT OF CLAIM ▼ (See Instructions)**

Name Kenneth Gamble (a.k.a. K. Gamble)

1 Address 309 S. Broad Street; Philadelphia, PA 19107

Claiming as author

(Use appropriate statement from instructions)

Name Leon Huff (a.k.a. L. Huff)

2 Address 309 S. Broad Street; Philadelphia, PA 19107

Claiming as author

Name John Whitehead (a.k.a. J. Whitehead)

3 Address c/o Warner/Chappell Music, Inc.; 10585 Santa Monica Blvd.; Los Angeles, CA 90025

Claiming as author

**2 TITLE OF WORK IN WHICH RENEWAL IS CLAIMED ▼**

I'LL ALWAYS LOVE MY MAMA

**RENEWABLE MATTER ▼**

words and music

**PUBLICATION AS A CONTRIBUTION** If this work was published as a contribution to a periodical, serial, or other composite work, give information about the collective work in which the contribution appeared.

Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼

Number ▼

Issue Date ▼

**3 AUTHOR(S) OF RENEWABLE MATTER ▼**

K. Gamble, L. Huff,

J. Whitehead, G. McFadden

**4 ORIGINAL REGISTRATION NUMBER ▼**

EU 405747

**ORIGINAL COPYRIGHT CLAIMANT ▼**

Mighty Three Music

**ORIGINAL DATE OF COPYRIGHT**

If the original registration for this work was made in published form, give:

DATE OF PUBLICATION:

(Month)

(Day)

(Year)

OR

If the original registration for this work was made in unpublished form, give:

DATE OF REGISTRATION

(Month)

5-17-1973

(Day)

(Year)

**MORE ON BACK ►**

a. Complete all applicable spaces (numbers 5-8) on the reverse side of this page.

b. See detailed instructions.

c. Sign the form at space 7.

DO NOT WRITE HERE

Page 1 of 4 pages

RENEWAL APPLICATION RECEIVED

FORM RE

CORRESPONDENCE YES

EXAMINED BY *B*

CHECKED BY

FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET (RE/CON).

**RENEWAL FOR GROUP OF WORKS BY SAME AUTHOR:** To make a single registration for a group of works by the same individual author published as contributions to periodicals (see instructions), give full information about each contribution. If more space is needed, request continuation sheet (Form RE/CON).

5

1	Title of Contribution:				
	Title of Periodical:	Vol:	No:	Issue Date:	
	Date of Publication:	Registration Number:			
	(Month) (Day) (Year)				
2	Title of Contribution:				
	Title of Periodical:	Vol:	No:	Issue Date:	
	Date of Publication:	Registration Number:			
	(Month) (Day) (Year)				
3	Title of Contribution:				
	Title of Periodical:	Vol:	No:	Issue Date:	
	Date of Publication:	Registration Number:			
	(Month) (Day) (Year)				
4	Title of Contribution:				
	Title of Periodical:	Vol:	No:	Issue Date:	
	Date of Publication:	Registration Number:			
	(Month) (Day) (Year)				

**DEPOSIT ACCOUNT:** If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of that application should be sent.

Name Warner/Chappell Music, Inc.

Name Renewals Coordinator, Warner/Chappell Music, Inc.

Address 10585 Santa Monica Blvd.

Account Number DA 063849

Los Angeles  
(City)CA  
(State)(Apt)  
90025  
(ZIP)

Area Code and Telephone Number

(310) 441-8600

Be sure to  
give your  
daytime phone  
number**CERTIFICATION\*** I, the undersigned, hereby certify that I am the: (Check one)☐ renewal claimant ☒ duly authorized agent of

claimants in space one

(Name of renewal claimant) &amp;

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name ▼

Deborah Vaughn

Date ▼

1-1-2001

Handwritten signature (X) ▼

*Deborah Vaughn*MAIL  
CERTIFI-  
CATE TOName ▼ Renewals Coordinator  
Warner/Chappell Music, Inc.Number/Street/Apt ▼  
10585 Santa Monica Blvd.City/State/ZIP ▼  
Los Angeles, CA 90025-4950Certificate  
will be  
mailed in  
window  
envelopeYOUR JOB:  
Complete all necessary spaces  
Sign your application in space 71. Application form  
2. Nonrefundable \$45 filing fee  
in check or money order  
payable to  
Registrar of CopyrightsMail to:  
Registrar of Copyrights  
Library of Congress  
Washington, D.C. 20559

8

\*17 U.S.C. § 502(a): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

# CONTINUATION SHEET FOR APPLICATION FORM RE


**FORM RE/CON**

UNITED STATES COPYRIGHT OFFICE

## INSTRUCTIONS

- This Continuation Sheet is to be used only in conjunction with Basic Form RE.
- Use this sheet only if you need more space to continue the listing started in Space 1 and/or Space 6 of Form RE. Use as many additional continuation sheets as you need.
- Follow instructions accompanying Form RE in filling out this continuation sheet. Number each line in Spaces B and C consecutively.
- Submit this continuation sheet with the Basic Form RE and the other continuation sheets, if any. Clip (do not tape or staple) and fold all sheets together before submitting them.

RE 841-879



EFFECTIVE DATE OF RENEWAL REGISTRATION

JAN 05 2001

(Month) (Day) (Year)

CONTINUATION SHEET RECEIVED

Page 3 of 4 pages

DO NOT WRITE ABOVE THIS LINE. FOR COPYRIGHT OFFICE USE ONLY

(A)

Identification  
of  
Application

IDENTIFICATION OF CONTINUATION: This sheet is a continuation of Space 1 and Space 5 of the application for renewal registration on Form RE, submitted for the following:

- TITLE AT SPACE 2 OR TITLE OF FIRST GROUP OF WORKS IN WHICH RENEWAL IS CLAIMED: (Give first title as given in Space 5 of Form RE) I'LL ALWAYS LOVE MY MAMA
- RENEWAL CLAIMANT AND ADDRESS: (Give the name and address of at least one renewal claimant as given in Space 1 of Form RE) Kenneth Gamble (a.k.a. K. Gamble)  
309 S. Broad Street; Philadelphia, PA 19107

(B)

Continuation  
of Space 1

RENEWAL CLAIMANT(S), ADDRESS(ES), AND STATEMENT OF CLAIM: (See Instructions on Basic Form RE)

Name Gene McFadden (a.k.a. G. McFadden)

Address c/o McFadden Entertainment, Inc.; 7219 N. Bryan St.; Philadelphia, PA 19119

Claiming as author

Name

Address

Claiming as

Name

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Claiming as

Name

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Claiming as

Name

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Address

Claiming as



Title of Contribution: Periodical: Publication:				Vol.	No.	Issue Date
(Month) (Day) (Year)				Registration Number:		
<input type="checkbox"/>	Title of Contribution: Periodical: Publication:			Vol.	No.	Issue Date
	(Month) (Day) (Year)			Registration Number:		
<input type="checkbox"/>	Title of Contribution: Periodical: Publication:			Vol.	No.	Issue Date
	(Month) (Day) (Year)			Registration Number:		
<input type="checkbox"/>	Title of Contribution: Periodical: Publication:			Vol.	No.	Issue Date
	(Month) (Day) (Year)			Registration Number:		
<input type="checkbox"/>	Title of Contribution: Periodical: Publication:			Vol.	No.	Issue Date
	(Month) (Day) (Year)			Registration Number:		
<input type="checkbox"/>	Title of Contribution: Periodical: Publication:			Vol.	No.	Issue Date
	(Month) (Day) (Year)			Registration Number:		
<input type="checkbox"/>	Title of Contribution: Periodical: Publication:			Vol.	No.	Issue Date
	(Month) (Day) (Year)			Registration Number:		
<input type="checkbox"/>	Title of Contribution: Periodical: Publication:			Vol.	No.	Issue Date
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	(Month) (Day) (Year)			Registration Number:		
<input type="checkbox"/>	Title of Contribution: Periodical: Publication:			Vol.	No.	Issue Date
	(Month) (Day) (Year)			Registration Number:		
<input type="checkbox"/>	Title of Contribution: Periodical: Publication:			Vol.	No.	Issue Date
	(Month) (Day) (Year)			Registration Number:		

Renewals Coordinator, Warner/Chappell Music, Inc.

(Name)

10585 Santa Monica Blvd.

(Number, Street and Apartment Number)

Los Angeles CA 90025-4850

(City) (State) (ZIP Code)

**MAIL  
CERTIFICATE  
TO**

(Certificate will  
be mailed in  
window envelope)

**D**

Address for  
Return of  
Certificate

**C**

Continuation  
of  
Space 5

# **Exhibit L**

Form 688 (Y) (c) Rev. October 1993)	1403	Department of the Treasury - Internal Revenue Service
<b>Notice of Federal Tax Lien</b>		

District PENNSYLVANIA	Serial Number 239615065	For Optional Use by Recording Office 020033
--------------------------	----------------------------	--

As provided by sections 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer GENE MCFADDEN

Residence 7219 BRYAN STREET  
PHILA, PA 19119

**IMPORTANT RELEASE INFORMATION:** For each assessment listed below, unless notice of lien is refilled by the date given in column (e), this notice shall, the day following such date, operate as a certificate of release as defined IRC 6325(a).

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refilling (e)	Unpaid Balance of Assessment (f)
1040	12/31/81		04/12/91	05/12/01	21575.09
1040	12/31/86		05/05/91	06/04/01	48692.40
1040	12/31/87		04/22/91	05/22/01	80271.69
1040	12/31/88		01/07/91	02/06/01	6284.00

FILED  
PRO PROTHY  
JAN 07 1997  
M. TIERNEY

Filing Prothonotary Philadelphia County Philadelphia, PA 19107	Total \$ 156823.18
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This notice was prepared and signed at Pittsburgh, PA, on this,

th day of November, 19 96.

for O. HOUSTON

Revenue Officer 29-01-1220

Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien  
Pub. 71-466, 1971 - 2 O.G. 409

Part 1 - Kept By Recording Office

Form 688 (Y) (c) (Rev. 10/93)

**Exhibit M-1**

October 17, 2005

Artists Rights Enforcement Corp.  
250 West 57<sup>th</sup> Street, Suite 520  
New York, NY 10107  
Attention: Mr. Jay L. Berger

Re: THE ESTATE OF JOHN WHITEHEAD / MCFADDEN & WHITEHEAD

Dear Mr. Berger:

I hereby retain you and your firm to act on my behalf in connection with the investigation into and collection and/or recovery of any and all royalties and/or other assets which are or may be due and owing to me as the authorized representative of the estate of John Whitehead with respect to John Whitehead's rights as a songwriter, producer and/or as a member of the performing artist MCFADDEN & WHITEHEAD. It is my understanding that you are to use your best efforts to obtain from music companies and/or all others who are or may be liable to me, as well as any other persons or entities acting in concert with them, an accounting for and collection of such royalties and other rights which are or may be due from the manufacture, sale, copyright, publication, use, commercial exploitation or distribution of phonograph records, CD's, tapes, videos, devices or any other use of my artistic material and/or performances.

You understand that I currently am receiving from Soundexchange. You shall not be entitled to any monies that I receive from Soundexchange. Additionally, I am currently receiving monies from BMI. You will only be entitled to a fee from payments made by BMI to the extent that your efforts produce additional monies paid by BMI.

I understand that if it should be desirable or necessary to engage counsel to act on my behalf, you shall recommend counsel who, being satisfactory to me, I shall retain directly. Such counsel's fee shall be deducted from your share of the proceeds realized and paid by you to such counsel.

In return for your services rendered hereunder, you shall be entitled to an on-going forty-percent (40%) of all sums and assets which are recovered as a proximate result of your activities pursuant to this agreement. This agreement shall only remain in effect up to and including the final collection period for the twelfth (12<sup>th</sup>) year following the year of the first recovery. In the event counsel is required to be retained to file litigation on my behalf, your percentage shall increase to an on-going fifty percent (50%) up to and including the final collection period for the twelfth (12<sup>th</sup>) year following the year of the first recovery. Any and all funds received by you on my behalf are to be paid to me within fourteen (14) days of receipt by you, counsel or any other party. All funds received by you shall be distributed evenly between me and any other party to a claim and/or action who wrote and/or recorded the compositions/master recordings at issue.

R00011

Mr. Jay L. Berger  
October 19, 2005  
Page Two

I further agree that all out-of-pocket expenses (including fees to additional local counsel) incurred by you in connection with the handling of my claim(s) shall be reimbursed and deducted "off the top" from the amounts recovered before the division of our respective shares. All expenses shall be divided equally between me and any other party to claim and/or action who wrote and/or recorded the compositions/master recordings at issue.

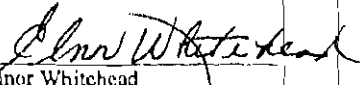
Further, I hereby authorize you to receive all funds collected by you hereunder and appoint ~~you as my attorney in fact~~ but only for the purpose for depositing such funds into your escrow account and upon clearance of such funds you shall then make payment to me, yourself and any third parties (including attorneys) under the terms of the agreement.

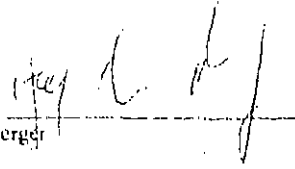
When you account to me for funds received by you on my behalf, you will provide to me the following: (1) a copy of the royalty report or other income statement received; (2) a copy of the check or other bank draft received; (3) a copy of your expense report, if any; and (4) your check to me for my share of the royalties/income. I will also have the right once per year to travel to New York and review my entire files along with all accounting, statements and/or information

This agreement shall be construed under the laws of the State of New York applicable to agreements wholly to be performed therein. Your acceptance of this Agreement is indicated by your signature below in the lower left - hand corner under the words "ACCEPTED BY".

Very truly yours,  
McFadden & Whitehead

Accepted By:  
ARTIST'S RIGHTS ENFORCEMENT CORP.

By:   
Elnor Whitehead  
The Estate of John Whitehead  
1916 Dallas St.  
Philadelphia, Pa 19138

By:   
Jay L. Berger

R00012

June 30, 2005

Artists Rights Enforcement Corp.  
 250 West 57th Street, Suite 520  
 New York, NY 10019  
 Attention: Mr. Jay L. Berger

Re: GENE MCFADDEN/MCFADDEN & WHITEHEAD

Dear Mr. Berger:

I hereby retain you and your firm to act on my behalf in connection with the investigation into and collection and/or recovery of any and all royalties and/or other assets which are or may be due and owing to me as a songwriter, producer and/or as a member of the performing artist MCFADDEN & WHITEHEAD. It is my understanding that you are to use your best efforts to obtain from music companies and/or all others who are or may be liable to me, as well as any other persons or entities acting in concert with them, an accounting for and collection of such royalties and other rights which are or may be due from the manufacture, sale, copyright, publication, use, commercial exploitation or distribution of phonograph records, CD's, tapes, videos, devices or any other use of my artistic material and/or performances.

You understand that I currently am receiving from Soundexchange. You shall not be entitled to any monies that I receive from Soundexchange. Additionally, I am currently receiving monies from BMI. You will only be entitled to a fee from payments made by BMI to the extent that your efforts produce additional monies paid by BMI.

I understand that if it should be desirable or necessary to engage counsel to act on my behalf, you shall recommend counsel who, being satisfactory to me, I shall retain directly. Such counsel's fee shall be deducted from your share of the proceeds realized; and paid by you to such counsel.

In return for your services rendered hereunder, you shall be entitled to an on-going fifty (50%) percent of all sums and assets which are recovered as a proximate result of your activities pursuant to this agreement. This agreement shall only remain in effect up to and including the final collection period for the twelfth (12) year following the year of the first recovery. Any and all funds received by you on my behalf are to be paid to me within fourteen (14) days of receipt by you, counsel or any other party.

I further agree that all out-of-pocket expenses (including fees to additional local counsel) incurred by you in connection with the handling of my claim(s) shall be reimbursed and deducted "off the top" from the amounts recovered before the division of our respective shares.

R00006

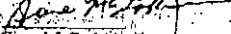
Mr. Jay L. Berger  
June 30, 2005  
Page Two

Further, I hereby authorize you to receive all funds collected by you hereunder and appoint you as my attorney in fact, but only for the purpose of depositing such funds into your escrow account and upon clearance of such funds you shall then make payment to me, yourself and any third parties (including attorneys) under the terms of this agreement.

This agreement shall be construed under the laws of the State of New York applicable to agreements wholly to be performed therein. Your acceptance of this Agreement is indicated by your signature below in the lower left hand corner under the words "ACCEPTED BY".

Very truly yours,  
McFadden & Whitehead

Accepted By:  
ARTISTS RIGHTS ENFORCEMENT CORP.

By:   
Gene McFadden  
c/o Billy Paul Manay & Prod.  
8215 Winthrop St.  
Philadelphia, PA 19146

By: \_\_\_\_\_  
Jay L. Berger

R00007



December 6, 2005  
Page Two

I further agree that all out-of-pocket expenses (including fees to additional local counsel) incurred by you in connection with the handling of my claim(s) shall be reimbursed and deducted "off the top" from the amounts recovered before the division of our respective shares. All expenses shall be divided equally between me and any other party to a claim and/or action who wrote and/or recorded the compositions/master recordings at issue.

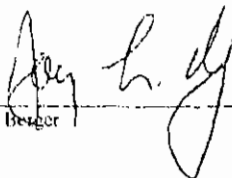
Further, I hereby authorize you to receive all funds collected by you hereunder and appoint you as my attorney in fact; but only for the purpose of depositing such funds into your escrow account and upon clearance of such funds you shall then make payment to me, yourself and any third parties (including attorneys) under the terms of this agreement.

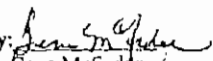
When you account to me for funds received by you on my behalf, you will provide to me the following: (1) a copy of the royalty report or other income statement received; (2) a copy of the check or other bank draft received; (3) a copy of your expense report, if any; and (4) your check to me for my share of the royalties/income. I will also have the right once per year to travel to New York and review my entire file along with all accounting statements and/or information.

This agreement shall be construed under the laws of the State of New York applicable to agreements wholly to be performed therein. Your acceptance of this Agreement is indicated by your signature below in the lower left-hand corner under the words "ACCEPTED BY".

Very truly yours,  
McFadden & Whitehead

Accepted By:  
ARTISTS RIGHTS ENFORCEMENT CORP.

By:   
Jay L. Berger

By:   
Gene McFadden  
c/o Billy Paul Management  
8215 Winthrop Street  
Philadelphia, PA 19136

R00005

December 6, 2005

Artists Rights Enforcement Corp.  
250 West 57th Street, Suite 520  
New York, NY 10107  
Attention: Mr. Jay L. Berger

Re: GENE MCFADDEN / MCFADDEN & WHITEHEAD

Dear Mr. Berger:

I hereby retain you and your firm to act on my behalf in connection with the investigation into and collection and/or recovery of any and all royalties and/or other assets which are or may be due and owing to me as a songwriter, producer and/or as a member of the performing artist MCFADDEN & WHITEHEAD. It is my understanding that you are to use your best efforts to obtain from music companies and/or all others who are or may be liable to me, as well as any other persons or entities acting in concert with them, an accounting for and collection of such royalties and other rights which are or may be due from the manufacture, sale, copyright, publication, use, commercial exploitation or distribution of phonograph records, CD's, tapes, videos, devices or any other use of my artistic material and/or performances.

You understand that I currently am receiving from Soundexchange. You shall not be entitled to any monies that I receive from Soundexchange. Additionally, I am currently receiving monies from BMI. You will only be entitled to a fee from payments made by BMI to the extent that your efforts produce additional monies paid by BMI.

I understand that if it should be desirable or necessary to engage counsel to act on my behalf, you shall recommend counsel who, being satisfactory to me, I shall retain directly. Such counsel's fee shall be deducted from your share of the proceeds realized; and paid by you to such counsel.

In return for your services rendered hereunder, you shall be entitled to an on-going forty percent (40%) of all sums and assets which are recovered as a proximate result of your activities pursuant to this agreement. This agreement shall only remain in effect up to and including the final collection period for the twelfth (12<sup>th</sup>) year following the year of the first recovery. In the event counsel is required to be retained to file litigation on my behalf, your percentage shall increase to an on-going fifty percent (50%) up to and including the final collection period for the twelfth (12<sup>th</sup>) year following the year of the first recovery. Any and all funds received by you on my behalf are to be paid to me within fourteen (14) days of receipt by you, counsel or any other party. All funds received by you shall be distributed evenly between me and any other party to a claim and/or action who wrote and/or recorded the compositions/master recordings at issue.

Mr. Jay L. Berger

R00004

## **Exhibit M-2**

WARNER-TAMERLANE PUBLISHING CORP.

c/o Warner/Chappell Music, Inc.  
10585 Santa Monica Boulevard  
Los Angeles, CA 90025-4950

Dated: As of October 1, 2007

Elmor Whitehead  
Executrix of the Estate of John C. Whitehead  
c/o Jeffrey Sacharow, Esq.  
Law Offices of Jeffrey S. Sacharow  
11601 Wilshire Boulevard, Suite 2200  
Los Angeles, CA 90025

Dear Ms. Whitehead:

The following, when signed by you and by us, will constitute the terms and conditions of the purchase agreement (~~the "Agreement"~~) between you and us with respect to the Writer's Share of income (as defined below) derived from the Subject Compositions (as defined below):

1. GRANT OF RIGHTS OF WRITER SHARE

1.1. Assignment to Us of Your Interest of the SCs:

(A) Subject to the terms and conditions contained herein, including without limitation, our payment of the ~~Purchase Price~~ due pursuant to paragraphs 3.1., 3.2., and 3.3. below, you hereby sell, assign, transfer and set over unto us 100% of the so-called "writer's share" of income, which shall also include the additional twenty five percent (25%) bonus payments paid to you by us (the "Additional Payments") under the separate royalty account US 100010426 000 allocated to you for such payment ("Writer's Share") in all musical compositions written, in whole or in part, by John C. Whitehead ("Writer") which are currently owned and/or controlled by us or any of our affiliated companies or subsidiaries ("Subject Compositions" or "SCs"), and all other rights to collect the Writer's Share of income therein (including Writer's Share of public performance income), as well as your right to receive the Writer's Share of royalties therefrom in the SCs (not any derivative works based thereon). For the avoidance of doubt, for all purposes hereunder the Writer's Share of income shall include both the full income stream attributable to the so-called "writer's share" and the Additional Payments.

(B) Notwithstanding the foregoing or anything to the contrary, but subject to the next sentence, as between you and us, we shall have the right to collect and retain for our sole account the Additional Payments for the full term of US and international copyright protection in respect of the Subject Compositions and for the terms of any and all renewals or extensions thereof, specifically including the right to collect the Additional Payments during so-called "Extended Term" of United States Copyright. For the avoidance of doubt, our right to collect and retain the Additional Payments does not include any current or future copyright interest in and to the Extended Term of US Copyright as such rights are expressly retained by you and/or your designees.

RE: John Whitehead  
As of October 1, 2007  
Page 2

(C) Further notwithstanding the foregoing, or any other provision to the contrary contained herein, it is understood and agreed that the assignment set forth in subparagraph 1.1. (A) above shall not, and nothing herein shall be deemed to include, the so-called "publisher's share" of copyright interest in the so-called "Renewal and/or Extended Term" of United States Copyright or any other copyright interests in the Subject Compositions any other musical compositions which you may own as of the date hereof or which you may acquire in the future in one or more countries of the world; it being understood that all such rights shall be retained by you and/or your designees or successors and assigns. For the avoidance of doubt, you shall not be required to grant us a right of first refusal or matching right to acquire the Extended Term rights to any SC written by Writer or any other person or party in whole or in part; it being understood that the foregoing shall not be deemed to constitute a waiver of any of our rights under Section 203 of the US Copyright Act.

*unrenewed  
not  
first right  
of refusal  
no  
claim  
under*

(D) In each instance in which we provide you with a document which is necessary to vest our rights and/or interests in and to the Writer's Share of royalties to any SC, you shall execute and return such document to us within ten (10) business days following your receipt of same. In the event that you fail to do so, in addition to any other rights and/or remedies available to us hereunder, we shall be entitled to execute such document in your name and on your behalf as your attorney-in-fact for this specific purpose (which appointment is coupled with an interest and is therefore irrevocable).

#### 1.2. Sale of SCs; "Cut-Off Date":

1.2.1. You shall execute and deliver the attached letters of direction to us, and we shall purchase and accept the same, at the "Closing" (as defined below).

#### 1.2.2 Cut-Off Date:

(A) It is understood and agreed that, effective as of October 1, 2007 (the "Cut-Off Date"), we shall be entitled to collect and retain (for our sole account) the Writer's Share of all income (of any nature, regardless of when earned) which would otherwise be payable to you in respect of the SCs.

(B) In the event that you and/or any person or entity on your behalf receive any monies representing the Writer's Share of income earned with respect to the SCs subsequent to the Cut-Off Date, the same shall be turned over to us by you and/or such other person or entity within 10 business days following receipt thereof.

*Similar  
claim  
to  
our  
right*

1.3. For the avoidance of doubt, it is understood that the foregoing assigns your and the Writer's right to receive any and all Writer's Share income of any nature (including your and/or the Writer's so-called "writer's share" of public performance income payable to you from performance societies throughout the world), regardless of when earned, from any and all parties,

RE: John Whitehead  
As of October 1, 2007  
Page 3

including, but not limited to, your share of any songwriter royalties otherwise payable to you by us, under any songwriter, co-publisher and/or administration agreements in respect of such SCs.

#### 1.4 Assignment of The "Writer's Share" of Public Performance Income:

At or prior to the Closing you shall deliver to us: (1) a BMI Royalty Assignment Verification Form and (2) a short form assignment of BMI Royalties (the "BMI Assignment Documents"), each executed by you. If, after the Closing, BMI shall fail, for any reason, to honor the assignment of the writer's share of public performance income and royalties in respect of the SCs, then you shall cause (including promptly and irrevocably authorizing and directing) BMI to send all writer performance statements and payments to you c/o our address on your behalf in perpetuity (in the event that after the Closing you receive any statements and/or payments from BMI with respect to Writer's share of performance income with respect to the SCs despite your authorization and direction to send such statements and payments to us or because we have not submitted the BMI Assignment Documents to BMI, you shall (within 10 days following your receipt of thereof) send (via a nationally recognized courier service) said statement and/or payment to us). You hereby appoint us your attorney-in-fact (which appointment is coupled with an interest and is therefore irrevocable) to endorse and negotiate any and all writer performance royalty checks so received and to retain such amounts for our sole account. We agree that we shall not submit the BMI Assignment Documents to BMI prior to the Closing and our payment to you of the Purchase Price.

#### 2. RELEASE FROM ROYALTY OBLIGATIONS:

2.1. You hereby release us, our parent companies, subsidiaries and affiliated music publishing entities, as well as our officers, directors and employees (the "Released Persons"), from any and all of our obligations to account (and/or pay) you the Writer's Share of income and/or the Writer's Share of royalties in respect of any of the SCs under any and all songwriter or other royalty agreements, whether written, verbal, express or implied (the "Released Items").

*Since we have  
not yet  
written  
show then  
you release*

#### 2.2. Waiver of Statutory Provisions:

2.2.1. You expressly acknowledge that you are familiar with Section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

2.2.2. You hereby waive any right you may have under Section 1542, as well as the provisions of all comparable, equivalent or similar statutes and principles of common law of California or of any other jurisdiction with respect to the Released Persons and/or Released Items.

RE: John Whitehead  
As of October 1, 2007  
Page 4

and you acknowledge and agree that the foregoing waiver is an essential and material term of this agreement, without which the foregoing payment would not have been made.

1. PURCHASE PRICE:

In full consideration of the rights assigned to us hereunder and the release set forth above, we shall pay you the following non-refundable, non-receivable amount:

3.1. \$2,000,000 upon Closing less any amounts paid to the Internal Revenue Service in satisfaction of the IRS Liens (as defined below), as more particularly set forth in subparagraphs 3.2. and 3.3. below.

3.2. We shall, within five (5) business day after you provide us with evidence reasonably satisfactory to us that you have reached an offer and compromise (the "Offer and Compromise") with the Internal Revenue Service (IRS) in satisfaction of the IRS Liens (as defined below) and your written request for such payment, remit to your tax counsel, Michael Specht ("Specht"), a check payable to the United States Treasury (or to such other payee as the IRS may require) in an amount not to exceed \$60,000, which amount shall be used by Specht as a deposit payment to the IRS in partial satisfaction of the Offer and Compromise to the August 21, 2002 IRS Notice of Levy (Identifying Number 166-38-9715) in the amount of \$35,230.53 issued against Writer and the August 16, 2007 IRS Notice of Levy (Identifying Number 166-38-9715) in the amount of \$6,465,388.13 issued against you (the "IRS Liens").

3.3. Further, within five (5) business days after you have provided us with evidence reasonably satisfactory to us that the IRS has accepted the Offer and Compromise, we shall send Specht a check made payable to the United State Treasury (or such other payee as the IRS may require), on your behalf, in an amount not to exceed the sum of \$2,000,000, and the amount previously paid to the IRS on your behalf pursuant to subparagraph 3.2. above, as necessary to fulfill the McFadden Estate's obligation in connection with the Offer and Compromise.

3.4. Notwithstanding the foregoing, in the event that the Writer's Share Purchase Agreement between us and Barbara McFadden, Executrix of the Estate of Gene McFadden, dated as of October 1, 2007 (the McFadden Agreement) is not executed by Barbara McFadden, Executrix of the Estate of Gene McFadden, as of the Closing of this Agreement (except to the extent that our failure to close the McFadden Agreement is due to the failure or neglect of ourselves or of our representatives), the Purchase Price shall be reduced to \$2,000,000.

3.5. We acknowledge that (1) Warner Music Group has approved the above stated Purchase Price and (2) the Purchase Price was calculated taking into account the Additional Payments and income received from synchronization licenses previously issued including a synchronization fee for the use of "Ain't No Stoppin' Us Now" for a television commercial that aired in 2003 and 2004 and that the Purchase Price shall not be reduced as a result of the synchronization licenses referenced in this subparagraph.

RE: John Whitehead  
As of October 1, 2007  
Page 5

3.6. Subject to paragraph 3.7. below, all amounts payable to you hereunder shall be made payable to you care of Artist's Rights Enforcement Corp., at the following address: 250 West 57<sup>th</sup> Street, Suite 701, New York, New York 10107, Attn: Chuck Rubin.

3.7. Further, we shall, on your behalf, pay directly to each payee specified in your written payment directions, which payment direction(s) shall be in a form reasonably acceptable to us, the amounts specified in any such payment direction(s). All sums paid by us on your behalf pursuant to any payment direction(s) contemplated in the first sentence of this subparagraph shall be deemed to constitute payments made by us to you in partial satisfaction of our obligation to pay you the Purchase Price specified in subparagraphs 3.1., 3.2., and 3.3. above.

4. CLOSING:

The "Closing" shall take place upon complete execution of this Agreement and all supporting documents, as well as our receipt of all items set forth in paragraph 8, below.

5. YOUR WARRANTIES AND REPRESENTATIONS:

5.1 Basic Warranties and Representations/Exclusions:

5.1.1. You warrant and represent

(A) that, as of the Closing, you have full right, power and authority to enter into this Agreement and to sell, assign, transfer and set over unto us 100% in and to the Writer's Share of income derived from the Subject Compositions (and the right to collect and receive such income in the throughout the world), free and clear of any mortgage, levy, lien, claim or other encumbrance, and that all actions necessary to the completion of the transactions contemplated by this Agreement have taken place;

(B) that, as of the Cut-Off Date, you are the sole person or entity entitled to receive the Writer's Share of income derived from the Subject Compositions;

(C) that, except for the IRS Liens, there are no judgments, decrees, awards, orders or injunctions, actions, claims, investigations or proceedings before any court, arbitrator, governmental instrumentality or administrative agency pending against you with respect to the SCs, and that there are no restrictions which would prevent or limit your ability to assign the SCs to us or which would limit or restrict our rights to publish, administer and/or collect all income in respect of the SCs;

5.2. ~~You warrant and represent~~ that (1) neither you nor anyone authorized by you have received, or have made arrangements to receive, any advance, loan or other payments which would or might be recoupable from, or otherwise offset against, any monies which would



RE: John Whitehead  
As of October 1, 2007  
Page 6

be collectible by us on or after the Cut-Off Date; (2) you are not plaintiff in any legal action involving the Writer's Share to the SCs, and (3) as of the Closing, you will have paid or provided for payment all legal fees incurred with respect to any such actions.

5.3. Each party shall be responsible for any fees or other payments which are due or may hereafter become due from such party to any agent, attorney, manager, or other third party representative(s) acting on behalf of such party by reason of this Agreement.

5.4. Notwithstanding anything to the contrary contained herein, the parties hereby acknowledge that (1) this Agreement will supersede any previous agreements, if any, (oral and/or written) previously granting to Writer any interest in the Additional Payments; (2) as between you and us, we hereby confirm the prior grant to Writer of the right to receive the Additional Payment for the duration of copyright protection throughout the world; (3) you hereby agree to sell, assign, and grant unto us the right to collect and retain for our sole account the Additional Payments for the duration of US and international copyright protection and all renewals and extensions thereof as more particularly set forth in subparagraph 1.1 (A).

#### 6. OUR WARRANTIES, REPRESENTATIONS AND COVENANTS:

We warrant and represent that we have full right, power and authority to enter into this Agreement and to acquire the Writer's Share of income derived from the SCs being transferred to us hereunder, that we are a corporation duly organized, validly existing and in good standing under the laws of our state of incorporation with full power to enter into and to perform this Agreement and that all corporate actions (including, but not limited to, resolutions of stockholders and/or directors) necessary to permit us to do so have been taken.

#### 7. SURVIVAL OF COVENANTS, WARRANTIES, AND REPRESENTATIONS:

7.1. Subject to paragraph 7.2., each party's respective covenants, warranties and representations shall be true as of, and shall survive, the Closing, regardless of any "due diligence" or other investigation undertaken by either party prior to the Closing. The foregoing shall not be deemed in limitation of whatever rights we may have with respect to the SCs or any other rights which we may have against third parties.

7.2. All warranties contained in paragraph 5.2. will terminate as of the four (4) year anniversary of the Closing.

#### 8. CONDITIONS TO CLOSING:

In addition to the delivery to us of the documentation referred to above, our obligation to complete the purchase contemplated by this Agreement shall be subject to our being reasonably satisfied as to:

Z11: Purchase/Whitehead April 13, 10/15/07

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RB: John Whitehead  
As of October 1, 2007  
Page 7

(1) the continuing accuracy of all representations and warranties made by you pursuant to the preceding paragraphs;

(2) the validity of the copyright in each of the SCs and the agreement(s) pursuant to which such SCs were acquired (and, if acquired by a predecessor, the document(s) transferring such SCs to you);

(3) completion of legal and financial due diligence with respect to the SCs, (except to the extent that our failure to complete such due diligence is due to the failure or neglect of ourselves or of our representatives);

(4) receipt of any third party consents necessary with respect to the assignment of the Writer's Share of income with respect to the SCs and/or agreements relating thereto; and

(5) execution and delivery of all required ancillary documents, including letters of direction in the forms annexed hereto.

(6) full discharge and/or release of the IRS Liens accompanied with (1) official IRS documentation indicating such full discharge or release and (2) a copy of a written notification sent by you to BMI informing it that the IRS Liens have been fully discharged and/or released.

#### 9. RECIPROCAL INDEMNITIES:

##### 9.1. Basic Indemnity:

Each party (the "Indemnitor") agrees to indemnify the other party and hold the other party harmless from and against any and all loss, damage, cost or expense (including actual and reasonable outside counsel fees and court costs) which the other party (the "Indemnitee") may incur as the result of any third party claim which, if true, would constitute a breach of this Agreement on the part of the Indemnitor, but only to the extent that the third party claim shall result in a final, nonappealable adverse judgment against the Indemnitee or a settlement entered into with the prior written consent of the Indemnitor (not to be unreasonably withheld). In addition, your indemnity shall extend to the "deductible" under our errors-and-omissions policy without regard to judgment or settlement.

9.2. In each instance, the party claiming to be the Indemnitee shall give the putative Indemnitor prompt notice of any claim, action, or proceeding in respect of which indemnity is claimed, and the Indemnitor shall defend the same at the Indemnitor's sole cost and expense. In the event that the claim, action or proceeding is of such a nature as to be covered by the Indemnitor's errors-and-omissions insurance but the carrier declines to provide coverage and/or a defense, the Indemnitee shall have the right to tender such claim, action or proceeding to its own errors-and-omissions carrier, and in such event the Indemnitor shall reimburse the

RE John Whitehead  
As of October 1, 2007  
Page 8

Indemnitor for its deductible (or portion thereof) expended in connection with the defense thereof.

9.3. The Indemnitor shall have the right to participate in the defense of such claim, action or proceeding by counsel of the Indemnitor's choice, at the Indemnitor's sole cost and expense.

9.4. Breach and Cure:

9.4.1. Neither party shall be deemed in breach hereunder unless the other party shall give notice thereof and the notified party shall fail to cure the same within thirty (30) days (ten (10) days, in the case of a payment of money), provided, that where such breach does not involve a payment of money and is of such a nature that it cannot be completely cured within such thirty-day period, it shall be sufficient if the notified party shall commence the curing thereof within such thirty-day period and shall proceed diligently to complete the curing of such breach within a reasonable time thereafter.

9.4.2. However, notwithstanding the foregoing, either party shall have the right to seek injunctive relief to prevent a prospective breach of this Agreement by the other party.

10. MISCELLANEOUS:

10.1. This Agreement contains the entire agreement of the parties with respect to the subject matter and supersedes any and all prior agreements (oral and/or written) concerning the subject matter, and may not be altered or amended except by a further written agreement signed by both parties.

10.2. This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

10.3. Notices:

Any notice required or permitted to be given pursuant to this Agreement shall be given to the party to be notified by registered or certified mail or any other means through which delivery may be verified, to the address set forth above (in our case, to the attention of the Executive Vice President, Legal and Business Affairs) or to such other street address as such party may designate from time to time by notice in like manner. A copy of all notices to you shall also be sent to Artist's Rights Enforcement Corp., at the address set forth in subparagraph 3.5. above, Attn: Chuck Rubin.

10.4 Law & Forum.

10.4.1. This Agreement has been entered into in, and is to be interpreted in accordance with the laws of, the State of California.

10.4.2. Any action seeking the interpretation and/or enforcement of this Agreement shall be heard only in the State or Federal Courts situated in Los Angeles County, both parties hereby submitting themselves to the jurisdiction of such courts for such purpose.

10.4.3. Service of process in any action between the parties may be made by notice in the manner prescribed in §10.3, above, and shall become effective 30 days following the date of delivery (unless delivery is refused, in which event service shall become effective 30 days following the date upon which delivery was refused).

Very Truly Yours,

WARNER-TAMERLANE PUBLISHING CORP.

By: \_\_\_\_\_  
Edward P. Pierson  
Executive Vice President  
Legal and Business Affairs

Agreed and Accepted:

\_\_\_\_\_  
Elinor Whitehead  
Executrix of the Estate of John C. Whitehead

# **Exhibit N**

JAN-18-1996 01:35

P.02/13

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ROBERT S. BESSER  
1221 SECOND STREET, THIRD FLOOR  
SANTA MONICA, CALIFORNIA 90401  
TELEPHONE (310) 384-0611  
FACSIMILE (310) 384-0613

ROBERT S. BESSER

RSB@BESSERLAW.COM

October 29, 2007

Elnor Whitehead  
aka Elnor Medley  
1916 Dallas Street  
Philadelphia, PA 19138

Elnor Whitehead  
aka Elnor medley  
48 Sherin Drive  
Newark, DE 19702

Via Fax to: (215) 549-0591  
Barbara McFadden  
Philadelphia, PA

Via Fax to: (215) 587-0888

Sayde I. Markowitz Ladov, Esq.  
Abrahams Loewenstein & Bushman, P.C.  
16<sup>th</sup> and Cherry Streets, Suite 1300  
Philadelphia, PA 19102  
Attorneys for Estate of John C. Whitehead  
and Elnor Whitehead, Personal Representative

Elnor Whitehead aka Elnor Medley  
John Whitehead Foundation  
6817 Old Dodge Ave.  
Philadelphia, PA

*Re: McFadden and Whitehead Asset Sale: Notice of Breach*

To All Parties:

Please be advised that this office represents The Pullman Group, LLC ("Pullman").

It is our client's understanding that you intend to sell the musical compositions, works written and/or performed in whole or in part by Gene McFadden and/or John C. Whitehead, including but not limited to the works listed on the attached Exhibit "A," and the assets (collectively the "Assets") that were subject to the agreement executed in 2002 between Gene McFadden, John Whitehead and Pullman (the "Agreement"). This information was discovered by our client within the last day and it is our client's understanding that the transaction is set to close by October 31, 2007.

The Agreement provides that if the holders of the Assets decide to sell the Assets, Pullman has the sole and exclusive right to purchase the Assets upon the terms provided by the Agreement. Thus the estates of Gene McFadden and John Whitehead (the "Estates") have no right to sell the Assets to any entity other than Pullman and the pending transaction by which the Estates intend to sell the Assets is a breach of the Agreement.

By copy of this letter, we are placing all known interested parties on notice of the breach. We demand that you furnish copies of this Notice to all persons and entities involved in the purchase transaction. Our client will hold any person or entity liable for failure to notify all other persons or entities involved in the proposed asset sale transaction that Pullman's rights are as set forth above.

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LAW OFFICES OF ROBERT S. BESSER

October 29, 2007

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In addition, our client will hold liable all parties who proceed with the transaction after notification of Pullman's rights has been provided to the parties.

Nothing contained herein is intended as a waiver or relinquishment of any of our client's rights or remedies, all of which are hereby reserved.

Very truly yours,

LAW OFFICES OF ROBERT S. BESSER

By:   
Robert S. Besser

RSB:sb

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**EXHIBIT "A"**

1. Ain't No Stoppin' Us Now.
2. I'll Always Love My Mama
3. Wake Up Everybody (Part 1)
4. Back Stabbers
5. Fabulous



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## EXHIBIT "A" continued



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Work Title	Work #
1. 26 TO LIFE HIP HOP VERSION	4865130
2. AIN'T NO STOPPIN AIN'T NO WAY	14778
3. AIN'T NO STOPPIN US NOW	14778
4. ALL I WANNA DO	4300607
5. ALL I WANNA DO	1782481
6. ALWAYS	1803620
7. ALWAYS ROOM FOR ONE MORE	32073
8. ARE YOU LONELY	64338
9. ARE YOU SURE	64828
10. ASKING FOR TROUBLE	80868
11. BACK STABBERS	77128
12. BACK UP OFF ME	2135568
13. BACKTIGHT	6535728
14. BAD LUCK	78789
15. BE TRUTHFUL TO ME	83761
16. BEST DISCO IN TOWN	107134
17. BEST OF BOTH WORLDS	107580
18. BLACK WONDERS OF THE WORLD	121855
19. BODY MOVE	134895
20. BRING YOUR LOVE TO ME	162212
21. BUMPIN BOOGIE	150378
22. CARING	184705
23. COLD COLD WORLD	214714
24. COME SEE THE LOVE MAN	232185
25. COME WHERE THE LOVIN IS	233382

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Work Title	BMI Work #
25. COME WITH ME LET'S JOIN TOGETH	233813
27. CONCENTRATE ON ME	238401
28. DADDY DON'T LOVE US ANYMORE	206103
29. DANCE TO THIS	1829676
30. DANCE YOUR TROUBLES AWAY	274110
31. DETERMINATION	207442
32. DISCO FEVER	304073
33. DISCO SHOWDOWN	306302
34. DO ME WRONG DO ME RIGHT	308011
35. DO WHAT YOU WANT	310979
36. (X) WHATCHA FEEL	1803515
37. DO YOU WANT TO DANCE	313018
38. DOLLAR TO A DONUT	315021
39. DON'T BE SO MEAN	317720
40. DON'T CALL ME BABY	3369000
41. DON'T FEEL BAD	320363
42. DON'T GO AWAY	321600
43. DON'T LET LOVE GET YOU DOWN	323004
44. DON'T TELL NOBODY ABOUT YOUR G	328221
45. DON'T WALK AWAY AND	330444
46. DON'T YOU KNOW LOVE WHEN YOU S	331860
47. EACH SECOND	352145
48. EASY EASY GOT TO TAKE IT EASY	354720
49. EMOTIONAL BREAKDOWN	371020
50. EVERYTHING I DO	381044

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Work Title	BMI Work #
51. FABULOUS	8200790
52. FALLIN	400590
53. FAR AWAY	404173
54. FAR AWAY	404183
55. FEELINGS	410871
56. FERRY AVENUE	412481
57. FREE JAMES BROWN	443367
58. GABBY GABRIELLA	454934
59. GET ON KUST	1818368
60. GET INVOLVED	4941124
61. GET TO THE	465082
62. GIVE ME UP	475882
63. GOOD LOVE	484741
64. GOT TO CHANGE	501271
65. GOOD KUST-BIG CUES	0
66. HAPPY	522652
67. HE AIN'T NO GOOD	534725
68. HENNESSEY AND HYDRO	7713219
69. HOLD ME	573854
70. HOLD ON TO THIS FEELING	575293
71. HONEY I LOVE YOU	582181
72. I AM WHAT I AM	9904258
73. I APOLOGIZE	604277
74. I BET I CAN DO THAT DANCE YOU	605543
75. I CALL YOUR NAME	605978

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Work Title	BMI Work #
76. I CAN'T COMPLAIN	607817
77. I CAN'T WIN FOR LOSING	611600
78. I DON'T KNOW NO ONE ELSE TO TELL	617635
79. I DON'T WANT TO LOSE YOUR LOVE	620302
80. I GOT MY LOVE BACK AND I'M HAPPY	625187
81. I GOT THE LOVE	625624
82. I HEARD IT IN A LOVE SONG	636706
83. I KNOW WHAT I'M GONNA DO	633052
84. I LIKE TO SEE US GET DOWN	634676
85. I'LL ALWAYS LOVE MY MAMA	635323
86. I'LL SHOW YOU THE ROAD TO HAPPY	642822
87. I'LL TRY	644035
88. I LOVE YOU BUT YOU DON'T EVEN	647250
89. I NEED MONEY (BAD)	671000
90. I NEVER KNEW ABOUT LOVE	673068
91. I PROMISE TO LOVE YOU	674530
92. I STILL LUV YOU	6864210
93. I'VE BEEN MISSING YOU	682218
94. I'VE BEEN PUSHED ASIDE	682270
95. I WISH I DIDN'T MISS YOU ANYMORE	6868179
96. IF WE GOT THE WILL	707033
97. IF YOU DON'T KNOW ME BY NOW	708043
98. IF YOU KNOW LIKE I KNOW	708670
99. IF YOU'RE LOOKING FOR SOMEBODY	708782
100. IF YOU WANT ME BACK	710620

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Work Title	BMI Work #
101. IS SHE THE REASON	7414702
102. IS THERE A PLACE FOR ME	732474
103. IT'S ABOUT TIME	740214
104. IT'S ALL BECAUSE OF A WOMAN	740322
105. IT'S GONNA TAKE A LONG LONG TI	743289
106. IT'S HARD NOT TO LIKE YOU	743782
107. IT TAKES TWO	761748
108. JAU PARTY	4487358
109. JANAY	758858
110. JUST ANOTHER LINK	784198
111. JUST BECAUSE YOU'RE MINE	785073
112. JUST GOT TO BE MORE CAREFUL	788368
113. JUST WANNA LOVE YOU BABY	791036
114. KEEP ON LOVIN' YOU	790485
115. LET FREEDOM RING	851487
116. LET IT BE ME	852118
117. LET LIFE FLOW	832914
118. LET ME LOVE YOU	864790
119. LET'S GET BACK TO LOVIN'	857071
120. LET'S GO DISCO	857845
121. LET'S GO ON	867881
122. LET'S GROOVE	858199
123. LET'S REMIND WHAT'S BEEN BROKEN	859111
124. LET'S STAND TOGETHER	860859
125. LET'S TALK ABOUT IT INTERLUDE	8823805

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Work Title	BMI Work #
126. LISTEN TO THE CLOCK ON THE WALL	876022
127. LITTLE BIT MORE	877268
128. LIVING FREE	888258
129. LOOK AT ME	898488
130. LOVE AND I AREN'T STRANGERS AN	813188
131. LOVE IS ALRIGHT	824732
132. LOVE SHOP	825791
133. LOVE SONG NUMBER ONE	826302
134. MASTERPLAN	8850756
135. MATERIAL THINGS	885481
136. MOJO FOR LOVIN	1007000
137. MORE I GET THE MORE I WANT	1008583
138. MOVIN' ON	1018183
139. MR LONELY	1020132
140. MR MUSIC	1020418
141. MUHAMMAD ALI	8824438
142. MUSIC'S TAKIN OVER	1025437
143. MY MUSIC	1036888
144. NEVER BEEN	8840768
145. NO NO PARADISE	4128582
146. NOT ENOUGH	7888044
147. NOTHING COMES EASY	1048870
148. NOW IS THE TIME TO DO IT	1091121
149. NOW WE'RE ALONE	1092120
150. ONE DAY SOON YOU'LL NEED ME	1118221

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Work Title

151. ONE MILLION TOMORROWS

152. ONE MORE TIME

163. OAA VIVO DI TE

154. PASS THE WORD AROUND

155. PEOPLE KEEP TELLING ME

156. PEOPLE POWER

167. PICK ME UP I'LL DANCE

158. PLEASE DON'T TAKE YOUR LOVE AW

159. POINT THE FINGER

160. PRAYIN

161. PRETTY FLOWER

162. PROMISED LAND

163. PROTECT THE CHILDREN

164. PUGNALI ALLA SCHIENA

165. REAL GOOD FEELING

166. RHYTHM TALK

167. RIDING ON THE CREST

168. RIGHT HERE IS WHERE I WANT TO

169. SAVING ALL THE LOVE I GOT FOR

170. SAY IT

171. SECONDARY LOVER

172. SHE'S FINE SHE'S MELLOW

173. SHE'S GONE AWAY

174. SHE'S LEAVING HOME

175. SHE'S ONLY A WOMAN

BMI Work #

1121802

1123278

1133530

1154288

1164676

1164793

1171484

1182286

1636417

1184361

1201744

1207140

1207872

1209038

1232796

1248838

1251367

1253405

1263538

1294809

1305808

1324876

1328131

1325857

1328775

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http://repertoire.bmi.com/writer.asp?fromrow=151&amp;torow=175&amp;keyname=MC%20FAUDEN... 10/29/2007

C 003822

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P. 12/13



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Songwriter/Composer: MC FADDEN GENE and John C. Whitehead

Current Affiliation: BMI CAEAPI #: 82107310

There are 239 Work Titles

&lt;&lt;First &lt;Previous 4 5 6 7 8 9 10 Next&gt; Last&gt;&gt;

Work Title	BMI Work #
201. THERE'S NO OTHER LIKE YOU	1490721
202. THESE ARMS OF MINE	1874358
203. THINK ABOUT IT	1829580
204. THIS IS MY SONG	1500865
205. THIS IS YOUR LIFE	4530602
206. THIS TIME	1504189
207. THOSE LIES DONE CAUGHT UP WITH	1508178
208. TIME WAITS FOR NO ONE	1517077
209. TIRED OF YOUR LIES	1520304
210. TO BE FREE TO BE WHO WE ARE	1521310
211. TOO MANY LOVERS	1532143
212. TRIPLE UP	8180943
213. WAKE UP EVERYBODY	1606082
214. WE CAN MAKE IT WORK	1813884
215. WE DON'T NEED NOBODY ELSE	1814782
216. WE GOT THE TIME	1818330
217. WE GOT TO STOP DOING THE THING	1818370
218. WELCOME 2 DA DRUCKS	4774065
219. WHEN WILL WE ALL LEARN	1651040
220. WHERE ARE ALL MY FRIENDS	1653431
221. WHERE ARE YOU NOW	1653762
222. WHERE DID ALL THE LOVIN' GO	1654028
223. WHERE WILL YOU GO WHEN THE PAR	1657730
224. WHERE WOULD I GO FROM HERE IF	1657835
225. WHO OR WHY	1663477

&lt;&lt;First &lt;Previous 4 5 6 7 8 9 10 Next&gt; Last&gt;&gt;

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C 003823



JAN-10-1996 01:38

P. 13/13



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Songwriter/Composer: MC FADDEN GENE

and John C. Whitehead

Current Affiliation: BMI

CAE/PI #: 62107316

There are 236 Work Titles

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Work Title	BMI Work #
226. WHY OH WHY	1670619
227. YES I NEED YOU	1703468
228. YESTERDAY WE WERE JUST BUDDIES	1704680
229. YOU AND I WE'RE REALLY GETTIN	1708489
230. YOU AND ME FOR RIGHT NOW	1708818
231. YOU BETTER HOLD ON TO MY LOVE	1711100
232. YOU GOT ME LOVIN' YOU	1718887
233. YOU'LL NEVER KNOW ALL THERE IS	1722823
234. YOU ONLY GET WHAT YOU PUT	1725860
235. YOU'RE MY SOMEONE TO LOVE	1730022
236. YOU TOOK THE BEST OF ME	1735962
237. YOU'VE GOT YOUR GRIP ON ME	1737230
238. YOU WILL SURVIVE	8024231
239. YOUR LOVE IS TAKING ME ON A JO	1742908

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TOTAL P. 13

C 003824

## **Exhibit “E”**



**ARTISTS RIGHTS ENFORCEMENT CORPORATION**  
250 West 57<sup>th</sup> Street • Suite 701 • New York, NY 10107  
Tel: 212-586-2500 • Fax: 212-977-3110 • [www.artists-rights.com](http://www.artists-rights.com)

October 30, 2007

**VIA FACSIMILE, ELECTRONIC  
& U.S. MAIL**

Robert S. Besser, Esq.  
Law Offices of Robert S. Besser  
1221 Second Street, Third Floor  
Santa Monica, CA 90401

**Re: McFadden & Whitehead  
Pullman Group, LLC**

Dear Mr. Besser:

This acknowledges receipt of your letter dated October 29, 2007 sent after the close of business in New York. As you and your client are aware, Artists Rights Enforcement Corp. ("AREC") is the authorized business representative of The Estate of Gene McFadden and the Estate of John C. Whitehead.

We understand from your letter that the Pullman Group, LLC ("Pullman") contends that in or about 2002 it entered into an alleged agreement with Gene McFadden and John Whitehead which provided Pullman with "the sole and exclusive right to purchase Assets" owned by them. Notwithstanding your affirmative statement, you failed to attach to your letter a copy of the alleged agreement signed by Messrs. McFadden and Whitehead. We find that very suspicious given that after speaking with our clients, it is our understanding that the "agreement" was never executed by either Gene McFadden or John Whitehead. Accordingly, if you do not provide us with a copy of the fully executed "agreement" by 12 noon EST tomorrow, October 31, 2007, we will assume that no such agreement exists and will proceed accordingly.

Further, putting aside your failure to attach the "agreement", we believe that even if the same was fully executed (a fact which our clients vehemently deny), we do not believe that the agreement is enforceable against either estate.

We are troubled by your apparent lack of due diligence and question Pullman's motive in threatening our clients with legal proceedings. We believe that this letter is nothing more than mere harassment sent for the sole purpose of interfering with our clients' contractual and potential economic relations to extort monies to which Pullman is not entitled. Please understand that our clients intend to take all action necessary to hold all parties fully responsible for any damages incurred by virtue of your letter and/or your client's specious claims.

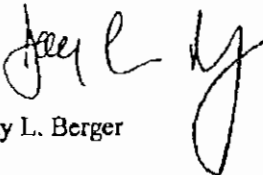
Robert S. Besser, Esq.  
October 30, 2007  
Page Two

I am informed that at 10:00 p.m. last evening, your client's proprietor, David Pullman, telephoned Mrs. Barbara McFadden at her home and threatened her with legal proceedings. I have been further informed that Mr. Pullman has been placing numerous telephone calls to Mrs. Elnor Whitehead. Please advise your client that pending further written notice, all communications concerning this matter shall be directed to AREC and that neither Mr. Pullman nor any other Pullman employee or representative shall have any additional direct contact with either Mrs. McFadden or Mrs. Whitehead.

Nothing contained herein shall act in any manner as a waiver or relinquishment of any of our clients' respective rights and remedies in this matter; all of which are hereby expressly reserved.

Your prompt attention to this matter is requested.

Sincerely,  
Artists Rights Enforcement Corp.

  
Jay L. Berger

JLB:kc

cc: Mrs. Barbara McFadden  
Mrs. Elnor Whitehead  
Mr. Chuck Rubin  
Jeffrey S. Sacharow, Esq.

**AREC** ARTISTS RIGHTS ENFORCEMENT CORPORATION  
250 West 57<sup>th</sup> Street • Suite 701 • New York, NY 10107  
Tel: 212-586-2500 • Fax: 212-977-3110 • [www.artists-rights.com](http://www.artists-rights.com)

October 31, 2007

VIA FACSIMILE, ELECTRONIC  
& U.S. MAIL

Robert S. Besser, Esq.  
Law Offices of Robert S. Besser  
1221 Second Street, Third Floor  
Santa Monica, CA 90401

Re: **McFadden & Whitehead**  
**Pullman Group, LLC**

Dear Mr. Besser:

This acknowledges receipt of your erroneously dated October 29, 2007 letter, once again sent well after the close of business in New York. Suffice to say, your letter speaks volumes as to the paucity of you and your client's disingenuous claims. I will respond *seriatim*.

First, your client is well aware of Artists Rights Enforcement Corp.'s ("AREC") representation of the Estate of Gene McFadden and the Estate of John C. Whitehead (collectively, the "Estates"). He has known of AREC's involvement for months. Further, your client is intimately aware of the nature and extent of AREC's responsibilities to its clients. Mr. Pullman has constantly barraged this office with form letters and telephone calls trying to cajole us into having our client songwriters and artists sell him their royalty and intellectual property rights. Mr. Pullman has even met with us in this same vain attempt.

However, since you want to play games, as authorized business representative, AREC oversees all royalty and intellectual property rights for both Estates. Even though Mr. Pullman had prior knowledge of our representation, Mrs. McFadden specifically informed Mr. Pullman of the same during their 10:00 p.m. phone call Monday evening. He was told by the Executrix of the Estate of Gene McFadden to speak with us -- that she would not speak with him ever. Hence, Mr. Pullman faxed to my attention five (5) separate copies of your correctly dated October 29 missive. I suggest that if you want further clarification, converse with your client as to why he forwarded all those copies to my attention. Accordingly, your client was again placed on -- to borrow a phrase from you -- "actual and constructive notice" of AREC's continued representation and then adhered to that notice.

Robert S. Besser, Esq.  
October 31, 2007  
Page Two

Second, my letter was straight forward. At no time did I acknowledge "actual and constructive notice" of your client's rights. Save your self serving letters for Mr. Pullman.

Third, your statement that the "Pullman Group, LLC is attempting to protect its right to pay the Estates money for the Assets" is as nonsensical as it is ridiculous. To what rights could you possibly be referring? You allude to an agreement dated "2002" that was purportedly executed by Messrs. McFadden and Whitehead, but you inexplicably failed to attach a copy of the same and you continue to be unwilling to provide us with a copy of the alleged agreement. Are the Estates simply supposed to take your word that a fully executed agreement exists when according to our clients' clear recollection, no such agreement was executed? Were you present when Messrs. McFadden and Whitehead purportedly executed the same? How are the Estates to determine the alleged "rights" of your client without receipt of the alleged agreement? Clearly, if your client had copies of a fully executed agreement, he would have faxed the same to me along with the five (5) copies of your letter.

Fourth, I will not get into a game of "he said, she said" with the substance of Mr. Pullman's call to Mrs. McFadden. Assuming, *arguendo*, that Mr. Pullman was truly seeking a "fax number", professionals do not make such calls to a person's residence at 10:00 p.m. Your client's reputation precedes him. You and I both know his "fax number" premise is simply a ridiculous charade.

If your client truly "is attempting to protect its right to pay the Estates" as you suggest, then it would seem to us that you would be eager to fax the document which is the foundation of these alleged rights to me for consideration.

We therefore hereby demand, on behalf of the Estates, that by 12 noon today Los Angeles time, you either: (1) withdraw Pullman's claim in writing; or (2) provide us with the alleged agreement purportedly executed by Messrs. McFadden and Whitehead.

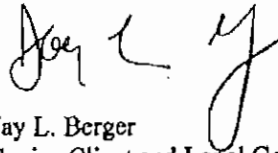
Our clients intend to vigorously protect their rights, and will, if necessary, pursue all legal avenues to seek redress for the damages they have suffered and will continue to suffer as a result of your client's spurious claims.

Nothing contained herein shall be intended to constitute a full restatement of all the relevant facts nor shall it act in any manner as a waiver or relinquishment of any of our clients' respective rights and remedies in this matter; all of which are hereby expressly reserved.

Robert S. Besser, Esq.  
October 31, 2007  
Page Two

Your prompt attention to this matter is requested.

Sincerely,  
Artists Rights Enforcement Corp.

A handwritten signature in black ink, appearing to read "Jay L. Berger". The signature is stylized with a large, looped "J" and a long, sweeping underline.

Jay L. Berger  
Senior Client and Legal Coordinator

JLB:kc

cc: Mrs. Barbara McFadden  
Mrs. Elnor Whitehead  
Mr. Chuck Rubin  
Jeffrey S. Sacharow, Esq.  
Gary Roth, Esq.

# **Exhibit O**



LAW OFFICES  
BESSER & CHAPIN

ROBERT S. BESSER  
RSBESSER@AOL.COM

1221 SECOND STREET THIRD FLOOR  
SANTA MONICA, CALIFORNIA 90401  
310.394.6611  
FAX: 310.394.6613

CHRISTOPHER CHAPIN  
CHR5WCHAPIN@AOL.COM

October 12, 2004

Mr. Jeff Runyon  
Vice President, Head of Copyrights and Royalties  
Warner/Chappell Music Publishing, Inc.  
10585 Santa Monica Blvd.  
Los Angeles, CA 90025-4950

Re: Gene McFadden and John Whitehead income rights

Dear Mr. Runyon:

This letter is simply for the purpose of providing information that we would like you to note for the records of Warner/Chappell Music.

Our client, The Pullman Group®, LLC, executed an agreement with Gene McFadden and John Whitehead of McFadden and Whitehead, who we understand are two of Warner/Chappell's songwriters.

We are writing to let Warner/Chappell know that as part of the transaction, The Pullman Group®, LLC acquired the right to purchase all of Gene McFadden's and John Whitehead's rights to income from musical compositions written in whole or in part by either or both Gene McFadden and John Whitehead. These rights extend to all income, including, but not limited to, income from mechanical, synchronization and dramatic licenses in any and all media forms whatsoever, including digital downloading rights, ring tones and any other uses developed in the future.

Please note, however, that there has not as of yet been an actual assignment, so no request is being made that the writers not be paid.

If you have any questions, you can either contact me at the above number or our client directly at:

Telephone: 310-288-0558  
Facsimile: 310-288-0908

The person to speak to is David Pullman.

Sincerely yours,



Robert S. Besser  
cc: Mr. David Pullman

10/30/2007 15:58

310-394-6613

BESSER LAW

PAGE 02/03

LAW OFFICES OF  
ROBERT S. BESSER  
1221 SECOND STREET, THIRD FLOOR  
SANTA MONICA, CALIFORNIA 90401  
TELEPHONE (310) 394-6611  
FACSIMILE (310) 394-6613

ROBERT S. BESSER

RBESSER@AOL.COM

October 29, 2007

VIA FAX TRANSMISSION TO: (212) 977-3110

Jay L. Berger  
Artists Rights Enforcement Corporation  
250 West 57<sup>th</sup> Street, Suite 701  
New York, New York 10107

*Re: McFadden and Whitehead Asset Sale: Notice of Breach*

Dear Mr. Berger:

This is in response to your facsimile dated October 30, 2007. Thank you for acknowledging actual and constructive notice of the rights of my client, The Pullman Group, LLC. ("Pullman").

Before responding to your request for a copy of the Agreement (which in light of your assertion that the Agreement is not enforceable, seems to be a pointless act), I need you to clarify the basis of your involvement. You assert that Artists Rights Enforcement Corporation is "the authorized business representative" of the two estates involved (the "Estates"), but it is not clear whether you are the attorney representing Artists Rights Enforcement Corporation in its capacity as a "business representative" or, instead, the attorney representing the Estates, as indicated to my client by Mrs. Barbara McFadden. In either event, I request that you supply me with all documentation in support of your claim as to the role of Artists Rights Enforcement Corporation in this matter.

Your groundless assertions of harassment and attempts to extort money reflect a misunderstanding of the basic situation. The Pullman Group, LLC is attempting to protect its right to pay the Estates money for the Assets. In furtherance of its goal, my client therefore demands copies of all documents pertaining to the transaction involving the Estates, the sale of the Assets and your involvement.

Finally, please be advised that my client adamantly denies all your assertions of inappropriate actions on its behalf. Mr. Pullman was simply attempting to discern the information necessary to put all involved parties on notice of the rights of The Pullman Group, LLC and in that regard simply requested a facsimile number from Mrs. Barbara McFadden.

It is apparent that the Estates and Artists Rights Enforcement Corporation have been well aware of the rights of The Pullman Group, LLC for some time. Accordingly, any actions taken in violation of those rights will be at your clients' peril.

10/30/2007 15:58 318-394-6613

BESSER LAW

PAGE 03/03

LAW OFFICES OF ROBERT S. BESSER

October 30, 2007

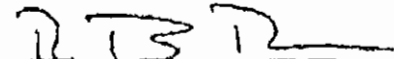
Page 2

All rights and remedies of my client are hereby reserved. Your clients should govern themselves accordingly.

Very truly yours,

LAW OFFICES OF ROBERT S. BESSER

By:

  
Robert S. Besser

RSB:sb

C 003837

# **Exhibit P**

Jay Berger

From: Jeff Sacharow [jsacharow@jsacharow.com]  
 Sent: Thursday, May 24, 2007 3:05 PM  
 To: Chuck Rubin; Jay Berger  
 Subject: FW: M&W

Chuck, I'm

Portstein called me today and told me that Richard and Phil want to holdback 2.25M until the extended term rights vest which is just silly. They apparently got to this number by attaching a 15x multiple to the extended term rights NPS and holding back the entire portion of that price. That's not how the purchase price was valued. That puts a 5.5x multiple for the writer's share other than ANSUN and Backslabbers. I could possibly see a holdback of something between \$750,000 and \$1M until extended term rights vest, but their proposal - in my view - is unacceptable.

Let's see what Richard and/or Phil say

Jeff

From: Jeff Sacharow [mailto:jsacharow@jsacharow.com]  
 Sent: Thursday, May 24, 2007 12:00 PM  
 To: 'Rgbrowe@aol.com'  
 Cc: Phil May; 'mperstein@tphlaw.com'  
 Subject: M&W

Hi Richard. Can you please call me when you get a chance.

I just spoke to Michael and there seems to be a disconnect here. Michael's proposal effectively places a full value to the ANSUN extended term rights at 15 (you had mentioned that you had calculated the extended term rights based on a NPV reduction - which according to my calculations ends up being somewhere around a 9.8x multiple). Under the current proposal to holdback of \$2.25M for 7 years or earlier, the extended term rights end up being valued at a 5.8x multiple (which is about 4 or what these rights will be worth when the extended term rights vest) or, alternatively, the remaining net writers share (e.g. net of ANSUN and Backslabbers) is valued at a multiple of 9 5.5 which is far too low.

We remain open to creative solutions to the extended term issue but your current proposal on balance is now significantly inferior to the 3 other offers we have on the table.

Next,

Jeff

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11/14/2008

December 6, 2005

Artists Rights Enforcement Corp.  
250 West 57<sup>th</sup> Street, Suite 520  
New York, NY 10107  
Attention: Mr. Jay L. Berger

Re: GENE MCFADDEN / MCFADDEN & WHITEHEAD

Dear Mr. Berger:

I hereby retain you and your firm to act on my behalf in connection with the investigation into and collection and/or recovery of any and all royalties and/or other assets which are or may be due and owing to me as a songwriter, producer and/or as a member of the performing artist MCFADDEN & WHITEHEAD. It is my understanding that you are to use your best efforts to obtain from music companies and/or all others who are or may be liable to me, as well as any other persons or entities acting in concert with them, an accounting for and collection of such royalties and other rights which are or may be due from the manufacture, sale, copyright, publication, use, commercial exploitation or distribution of phonograph records, CD's, tapes, videos, devises or any other use of my artistic material and/or performances.

You understand that I currently am receiving from Soundexchange. You shall not be entitled to any monies that I receive from Soundexchange. Additionally, I am currently receiving monies from BMI. You will only be entitled to a fee from payments made by BMI to the extent that your efforts produce additional monies paid by BMI.

I understand that if it should be desirable or necessary to engage counsel to act on my behalf, you shall recommend counsel who, being satisfactory to me, I shall retain directly. Such counsel's fee shall be deducted from your share of the proceeds realized; and paid by you to such counsel.

In return for your services rendered hereunder, you shall be entitled to an on-going forty percent (40%) ~~of all sums and assets which are recovered~~ as a proximate result of your activities pursuant to this agreement. This agreement shall only remain in effect up to and including the final collection period for the twelfth (12<sup>th</sup>) year following the year of the first recovery. In the event counsel is required to be retained to file litigation on my behalf, your percentage shall increase to an on-going fifty percent (50%) up to and including the final collection period for the twelfth (12<sup>th</sup>) year ~~following the year of the~~ first recovery. Any and all funds received by you on my behalf are to be paid to me within fourteen (14) days of receipt by you, counsel or any other party. All funds received by you shall be distributed evenly between me and any other party to a claim and/or action who wrote and/or recorded the compositions/master recordings at issue.

Mr. Jay L. Berger

R00004

December 6, 2005  
Page Two

I further agree that all out-of-pocket expenses (including fees to additional local counsel) incurred by you in connection with the handling of my claim(s) shall be reimbursed and deducted "off the top" from the amounts recovered before the division of our respective shares. All expenses shall be divided equally between me and any other party to a claim and/or action who wrote and/or recorded the compositions/master recordings at issue.

Further, I hereby authorize you to receive all funds collected by you hereunder and appoint you as my attorney in fact; but only for the purpose of depositing such funds into your escrow account and upon clearance of such funds you shall then make payment to me, yourself and any third parties (including attorneys) under the terms of this agreement.

When you account to me for funds received by you on my behalf, you will provide to me the following: (1) a copy of the royalty report or other income statement received; (2) a copy of the check or other bank draft received; (3) a copy of your expense report, if any; and (4) your check to me for my share of the royalties/income. I will also have the right once per year to travel to New York and review my entire file along with all accounting statements and/or information.

This agreement shall be construed under the laws of the State of New York applicable to agreements wholly to be performed therein. Your acceptance of this Agreement is indicated by your signature below in the lower left-hand corner under the words "ACCEPTED BY".

Very truly yours,  
McFadden & Whitehead

Accepted By:  
ARTISTS RIGHTS ENFORCEMENT CORP.

By:

Jay L. Burger

By:

Gene McFadden  
c/o Billy Paul Management  
8215 Winthrop Street  
Philadelphia, PA 19136

R00005

June 30, 2005

Artists Rights Enforcement Corp.  
250 West 37th Street, Suite 520  
New York, NY 10107  
Attention: Mr. Jay L. Berger

Re: GENE MCPADDEN/MCPADDEN & WHITEHEAD

Dear Mr. Berger:

I hereby retain you and your firm to act on my behalf in connection with the investigation into and collection and/or recovery of any and all royalties and/or other assets which are or may be due and owing to me as a songwriter, performer and/or as a member of the performing artist MCPADDEN & WHITEHEAD. It is my understanding that you are to use your best efforts to obtain from music companies and/or all others who are or may be liable to me, as well as any other persons or entities acting in concert with them, an accounting for and collection of such royalties and other rights which are or may be due from the manufacture, sale, copyright, publication, use, commercial exploitation or distribution of phonograph records, CD's, tapes, videos, devices or any other use of my artistic material and/or performances.

You understand that I currently am receiving from Soundexchange. You shall not be entitled to any monies that I receive from Soundexchange. Additionally, I am currently receiving monies from BMI. You will only be entitled to a fee from payments made by BMI to the extent that your efforts produce additional monies paid by BMI.

I understand that if it should be desirable or necessary to engage counsel to act on my behalf, you shall recommend counsel who, being satisfactory to me, I shall retain directly. Such counsel's fee shall be deducted from your share of the proceeds realized; and paid by you to such counsel.

*Gene* In return for your services rendered hereunder, you shall be entitled to an on-  
going fifty (50%) percent of all sums and assets which are recovered as a proximate  
result of your activities pursuant to this agreement. This agreement shall only remain in  
effect up to and including the final collection period for the twelfth (12) year following  
the year of the first recovery. Any and all funds received by you on my behalf are to be  
paid to me within fourteen (14) days of receipt by you, counsel or any other party. *Gene*

I further agree that all out-of-pocket expenses (including fees to additional local counsel) incurred by you in connection with the handling of my claim(s) shall be reimbursed and deducted "off the top" from the amounts recovered before the division of our respective shares.

R00006



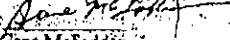
Mr. Jay L. Berger  
June 30, 2005  
Page Two

Further, I hereby authorize you to receive all funds collected by you hereunder and appoint you as my attorney in fact, but only for the purpose of depositing such funds into your escrow account and upon clearance of such funds you shall then make payment to me, yourself and any third parties (including attorneys) under the terms of this agreement.

This agreement shall be construed under the laws of the State of New York applicable to agreements wholly to be performed therein. Your acceptance of this Agreement is indicated by your signature below in the lower left hand corner under the words "ACCEPTED BY".

Very truly yours,  
McFadden & Whitehead

Accepted By:  
ARTISTS RIGHTS ENFORCEMENT CORP.

By:   
Gene McFadden  
c/o Billy Paul Manay & Prod.  
8215 Winthrop St.  
Philadelphia, PA 19146

By: \_\_\_\_\_  
Jay L. Berger

R00007

October 17, 2005

Artists Rights Enforcement Corp.  
 250 West 57<sup>th</sup> Street, Suite 520  
 New York, NY 10107  
 Attention: Mr. Jay L. Berger

Re: THE ESTATE OF JOHN WHITEHEAD / MCFADDEN & WHITEHEAD

Dear Mr. Berger:

I hereby retain you and your firm to act on my behalf in connection with the investigation into and collection and/or recovery of any and all royalties and/or other assets which are or may be due and owing to me as the authorized representative of the estate of John Whitehead with respect to John Whitehead's rights as a songwriter, producer and/or as a member of the performing artist MCFADDEN & WHITEHEAD. It is my understanding that you are to use your best efforts to obtain from music companies and/or all others who are or may be liable to me, as well as any other persons or entities acting in concert with them, an accounting for and collection of such royalties and other rights which are or may be due from the manufacture, sale, copyright, publication, use, commercial exploitation or distribution of phonograph records, CD's, tapes, videos, devices or any other use of my artistic material and/or performances.

You understand that I currently am receiving from Soundexchange. You shall not be entitled to any monies that I receive from Soundexchange. Additionally, I am currently receiving monies from BMI. You will only be entitled to a fee from payments made by BMI to the extent that you efforts produce additional monies paid by BMI.

I understand that if it should be desirable or necessary to engage counsel to act on my behalf, you shall recommend counsel who, being satisfactory to me, I shall retain directly. Such counsel's fee shall be deducted from your share of the proceeds realized; and paid by you to such counsel.

In return for your services rendered hereunder, you shall be entitled to an on-going forty percent (40%) of all sums and assets which are recovered as a proximate result of your activities pursuant to this agreement. This agreement shall only remain in effect up to and including the final collection period for the twelfth (12<sup>th</sup>) year following the year of the first recovery. In the event counsel is require to be retained to file litigation on my behalf, your percentage shall increase to an on-going fifty percent (50%) up to and including the final collection period for the twelfth (12<sup>th</sup>) year following the year of the first recovery. Any and all funds received by you on my behalf are to be paid to me within fourteen (14) days of receipt by you, counsel or any other party. All funds received by you shall be distributed evenly between me and any other party to a claim and/or action who wrote and/or recorded the compositions/master recordings at issue.

R00011

Mr. Jay L. Berger  
October 19, 2005  
Page Two

I further agree that all out-of-pocket expenses (including fees to additional local counsel) incurred by you in connection with the handling of my claim(s) shall be reimbursed and deducted "off the top" from the amounts recovered before the division of our respective shares. All expenses shall be divided equally between me and any other party to claim and/or action who wrote and/or recorded the compositions/master recordings at issue.

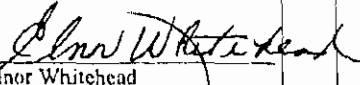
Further, I hereby authorize you to receive all funds collected by you hereunder and appoint ~~you as my attorney in fact~~; but only for the purpose for depositing such funds into your escrow account and upon clearance of such funds you shall then make payment to me, yourself and any third parties (including attorneys) under the terms of the agreement.

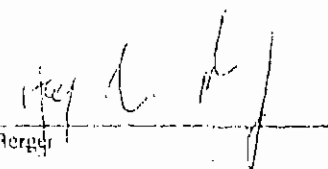
When you account to me for funds received by you on my behalf, you will provide to me the following: (1) a copy of the royalty report or other income statement received; (2) a copy of the check or other bank draft received; (3) a copy of your expense report, if any; and (4) your check to me for my share of the royalties/income. I will also have the right once per year to travel to New York and review my entire files along with all accounting statements and/or information

This agreement shall be construed under the laws of the State of New York applicable to agreements wholly to be performed therein. Your acceptance of this Agreement is indicated by your signature below in the lower left - hand corner under the words "ACCEPTED BY".

Very truly yours,  
McFadden & Whitehead

Accepted By:  
ARTISTS RIGHTS ENFORCEMENT CORP.

By:   
Elnor Whitehead  
The Estate of John Whitehead  
1916 Dallas St.  
Philadelphia, Pa 19138

By:   
Jay L. Berger

R00012

E-MAIL ADDRESS  
JSACHAROW@SACHAROW.COM

LAW OFFICES OF  
**JEFFREY S. SACHAROW**  
11001 WILSHIRE BOULEVARD, SUITE 2200  
LOS ANGELES, CALIFORNIA 90025

TELEPHONE (310) 235-2821  
FACSIMILE (310) 235-2831

October 19, 2007

Mrs. Elnor Whitehead  
48 Sherin Drive  
Newark, Delaware 19702

Re: Elnor Whitehead, Executrix of the Estate of John C. Whitehead ("the Estate")  
-w- Warner-Tamperlane Publishing Corp.

Dear Mrs. Whitehead:

I have sent Jay Berger by e-mail an electronic copy of the purchase agreement referenced above and copies of the other documents which must be executed in connection with the purchase agreement. As I discussed with Jay, Jay will print out the purchase agreement and other documents from his office and he will send those documents directly to you. Therefore, in addition to this letter, you will receive the following from Jay:

1. Four copies of the purchase agreement referenced above. Please sign each copy of the agreement where noted. Please note that: (a) each of your children will also need to sign each copy of the heirs acknowledgment form attached to the agreement, and (b) you will need to sign each exhibit (including the Affidavit) which is attached to the purchase agreement. Each copy of the Affidavit (but not the other exhibits attached to the purchase agreement) will need to be signed before a notary and be notarized.
2. Four copies of a BMI Royalty Assignment Verification Form. Please sign and date each copy of that Assignment where noted. Please note that at least two copies of the Assignment will also need to be signed before a notary and notarized.
3. Four copies of a BMI Royalty Assignment. Please sign each copy of this assignment where noted. This document as well must be signed before a notary and notarized.
4. Four copies of a direction letter regarding my legal fees; and
5. Four copies of a conflict letter in connection with the transaction. I represented Warner-Tamperlane earlier this year in a small unrelated transaction and therefore State Bar rules require me to get the enclosed conflict letter signed.

Please carefully review the purchase agreement and each of the other documents enclosed. If you have any questions or concerns regarding any of the documents, then please do not hesitate to contact me

ROP0019

Elnor Whitehead

October 19, 2007

Page 2

As a very brief overview of the purchase agreement:

The Estate of John C. Whitehead is irrevocably selling to Warner-Tamerlane Publishing Corp. the sole right to collect, receive and retain for its benefit the entire songwriter share of income earned from John Whitehead's authorship interests in each musical compositions written or co-written by him. The sale to Warner-Tamerlane includes the sale of the BMI writer share of public performance income earned from John's songs.

Therefore, after these agreements are signed and the purchase price is paid, neither you, the Estate, John's children, nor any of John's other heirs, will be entitled to collect or receive or have the right to collect or receive any songwriter royalties earned from any songs written or co-written by John. If you or John's other heirs do receive any such income, then you (and the other heirs) must promptly pay those amounts to Warner-Tamerlane.

The sale to Warner-Tamerlane does not include a sale of any copyrights to any musical compositions written by John to the extent those rights are presently owned by the Estate or may be acquired in the future. Therefore, as an example, after the sale to Warner-Tamerlane, John's statutory heirs will continue to have the right to attempt to recapture the so-called extended term of United States copyright to John's interests in the musical compositions written or co-written by him.

An analysis should be performed at the time extended term rights to John's compositions vest to determine whether and if the writer share of U.S. income earned after the extended term rights vest may be recaptured. To my knowledge, as of the date of this letter, the law is unsettled in this area but it may be settled at the time that the applicable extended term rights vest. You should note, however, that the purchase agreement specifically provides that Warner-Tamerlane shall be entitled to receive the royalties which it is purchasing under the purchase agreement for the term of copyright throughout the world, including during the so called extended term of U.S. copyright.

Finally, I would like thank you for the opportunity to represent you and the Estate. It is greatly appreciated.

Very truly yours,

Jeffrey S. Sacharow

R00020

WARNER-TAMERLANE PUBLISHING CORP.  
c/o Warner/Chappell Music, Inc.  
10585 Santa Monica Boulevard  
Los Angeles, CA 90025-4950

Dated: As of October 1, 2007

Elmor Whitehead  
Executrix of the Estate of John C. Whitehead  
c/o Jeffrey Sacharow, Esq.  
Law Offices of Jeffrey S. Sacharow  
11601 Wilshire Boulevard, Suite 2200  
Los Angeles, CA 90025

Dear Ms. Whitehead:

The following, when signed by you and by us, will constitute the terms and conditions of the purchase agreement (the "Agreement") between you and us with respect to the Writer's Share of income (as defined below) derived from the Subject Compositions (as defined below):

1. GRANT OF RIGHTS OF WRITER SHARE

1.1. Assignment to Us of Your Interest of the SCs:

(A) Subject to the terms and conditions contained herein, including without limitation, our payment of the Purchase Price due pursuant to paragraphs 3.1., 3.2., and 3.3. below, you hereby sell, assign, transfer and set over unto us 100% of the so-called "writer's share" of income, which shall also include the additional twenty five percent (25%) bonus payments paid to you by us (the "Additional Payments") under the separate royalty account US 100010426 000 allocated to you for such payment ("Writer's Share") in all musical compositions written, in whole or in part, by John C. Whitehead ("Writer") which are currently owned and/or controlled by us or any of our affiliated companies or subsidiaries ("Subject Compositions" or "SCs"), and all other rights to collect the Writer's Share of income therein (including Writer's Share of public performance income), as well as your right to receive the Writer's Share of royalties therefrom in the SCs (and any derivative works based thereon). For the avoidance of doubt, for all purposes hereunder the Writer's Share of income shall include both the full income stream attributable to the so-called "writer's share" and the Additional Payments.

(B) Notwithstanding the foregoing or anything to the contrary, but subject to the next sentence, as between you and us, we shall have the right to collect and retain for our sole account the Additional Payments for the full term of US and international copyright protection in respect of the Subject Compositions and for the terms of any and all renewals or extensions thereof, specifically including the right to collect the Additional Payments during so-called "Extended Term" of United States Copyright. For the avoidance of doubt, our right to collect and retain the Additional Payments does not include any current or future copyright interest in and to the Extended Term of US Copyright as such rights are expressly retained by you and/or your designees.

RE: John Whitehead  
As of October 1, 2007  
Page 7

(C) Further notwithstanding the foregoing, or any other provision to the contrary contained herein, it is understood and agreed that the assignment set forth in subparagraph 1.1. (A) above shall not, and nothing herein shall be deemed to include, the so-called "publisher's share" of copyright interest in the so-called "Renewal and/or "Extended Term" of United States Copyright or any other copyright interests in the Subject Compositions any other musical compositions which you may own as of the date hereof or which you may acquire in the future in one or more countries of the world; it being understood that all such rights shall be retained by you and/or your designees or successors and assigns. For the avoidance of doubt, you shall not be required to grant us a right of first refusal or matching right to acquire the Extended Term rights to any SC written by Writer or any other person or party in whole or in part; it being understood that the foregoing shall not be deemed to constitute a waiver of any of our rights under Section 203 of the US Copyright Act.

*unpublished  
not  
first right  
refused  
no  
claim  
under*

(D) In each instance in which we provide you with a document which is necessary to vest our rights and/or interests in and to the Writer's Share of royalties to any SC, you shall execute and return such document to us within ten (10) business days following your receipt of same. In the event that you fail to do so, in addition to any other rights and/or remedies available to us hereunder, we shall be entitled to execute such document in your name and on your behalf as your attorney-in-fact for this specific purpose (which appointment is coupled with an interest and is therefore irrevocable).

#### 1.2. Sale of SCs; "Cut-Off Date";

1.2.1. You shall execute and deliver the attached letters of direction to us, and we shall purchase and accept the same, at the "Closing" (as defined below).

#### 1.2.2. Cut-Off Date:

(A) It is understood and agreed that, effective as of October 1, 2007 (the "Cut-Off Date"), we shall be entitled to collect and retain (for our sole account) the Writer's Share of all income (of any nature, regardless of when earned) which would otherwise be payable to you in respect of the SCs.

*Similar  
class  
the  
our  
input*

(B) In the event that you and/or any person or entity on your behalf receive any monies representing the Writer's Share of income earned with respect to the SCs subsequent to the Cut-Off Date, the same shall be turned over to us by you and/or such other person or entity within 10 business days following receipt thereof.

1.3. For the avoidance of doubt, it is understood that the foregoing assigns you and the Writer's right to receive any and all Writer's Share income of any nature (including your and/or the Writer's so-called "writer's share" of public performance income payable to you from performance societies throughout the world), regardless of when earned, from any and all parties,



RE: John Whitehead  
As of October 1, 2007  
Page 3

including, but not limited to, your share of any songwriter royalties otherwise payable to you by us, under any songwriter, co-publisher and/or administration agreements in respect of such SCs.

1.4. Assignment of The "Writer's Share" of Public Performance Income:

At or prior to the Closing you shall deliver to us: (1) a BMI Royalty Assignment Verification Form and (2) a short form assignment of BMI Royalties (the "BMI Assignment Documents"), each executed by you. If, after the Closing, BMI shall fail, for any reason, to honor the assignment of the writer's share of public performance income and royalties in respect of the SCs, then you shall cause (including promptly and irrevocably authorizing and directing) BMI to send all writer performance statements and payments to you c/o our address on your behalf in perpetuity (in the event that after the Closing you receive any statements and/or payments from BMI with respect to Writer's share of performance income with respect to the SCs despite your authorization and direction to send such statements and payments to us or because we have not submitted the BMI Assignment Documents to BMI, you shall [within 10 days following your receipt of thereof] send [via a nationally recognized courier service] said statement and/or payment to us). You hereby appoint us your attorney-in-fact (which appointment is coupled with an interest and is therefore irrevocable) to endorse and negotiate any and all writer performance royalty checks so received and to retain such amounts for our sole account. We agree that we shall not submit the BMI Assignment Documents to BMI prior to the Closing and our payment to you of the Purchase Price.

2. RELEASE FROM ROYALTY OBLIGATIONS:

2.1. You hereby release us, our parent companies, subsidiaries and affiliated music publishing entities, as well as our officers, directors and employees (the "Released Persons"), from any and all of our obligations to account (and/or pay) you the Writer's Share of income and/or the Writer's Share of royalties in respect of any of the SCs under any and all songwriter or other royalty agreements, whether written, verbal, express or implied (the "Released Items").

*Since we have  
paid for  
writer's  
share then  
you release*

2.2. Waiver of Statutory Provisions:

2.2.1. You expressly acknowledge that you are familiar with Section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

2.2.2. You hereby waive any right you may have under Section 1542, as well as the provisions of all comparable, equivalent or similar statutes and principles of common law of California or of any other jurisdiction with respect to the Released Persons and/or Released Items.



RE: John Whitehead  
As of October 1, 2007  
Page 4

and you acknowledge and agree that the foregoing waiver is an essential and material term of this agreement, without which the foregoing payment would not have been made.

### 3. PURCHASE PRICE:

In full consideration of the rights assigned to us hereunder and the release set forth above, we shall pay you the following non-refundable, non-recoupable amount:

3.1. \$2,200,000 upon Closing less any amounts paid to the Internal Revenue Service in satisfaction of the IRS Liens (as defined below), as more particularly set forth in subparagraphs 3.2. and 3.3. below.

3.2. We shall, within five (5) business day after you provide us with evidence reasonably satisfactory to us that you have reached an offer and compromise (the "Offer and Compromise") with the Internal Revenue Service (IRS) in satisfaction of the IRS Liens (as defined below) and your written request for such payment, remit to your tax counsel, Michael Specht ("Specht"), a check payable to the United States Treasury (or to such other payee as the IRS may require) in an amount not to exceed \$60,000, which amount shall be used by Specht as a deposit payment to the IRS in partial satisfaction of the Offer and Compromise to the August 21, 2002 IRS Notice of Levy (Identifying Number 166-38-9715) in the amount of \$35,230.53 issued against Writer and the August 16, 2007 IRS Notice of Levy (Identifying Number 166-38-9715) in the amount of \$6,465,388.13, issued against you (the "IRS Liens").

3.3. Further, within five (5) business days after you have provided us with evidence reasonably satisfactory to us that the IRS has accepted the Offer and Compromise, we shall send Specht a check made payable to the United State Treasury (or such other payee as the IRS may require), on your behalf, in an amount not to exceed the sum of \$2,000,000, and the amount previously paid to the IRS on your behalf pursuant to subparagraph 3.2. above, as necessary to fulfill the McFadden Estate's obligation in connection with the Offer and Compromise.

3.4. Notwithstanding the foregoing, in the event that the Writer's Share Purchase Agreement between us and Barbara McFadden, Executrix of the Estate of Gene McFadden, dated as of October 1, 2007 (the McFadden Agreement) is not executed by Barbara McFadden, Executrix of the Estate of Gene McFadden, as of the Closing of this Agreement (except to the extent that our failure to close the McFadden Agreement is due to the failure or neglect of ourselves or of our representatives), the Purchase Price shall be reduced to \$2,000,000.

3.5. We acknowledge that (1) Warner Music Group has approved the above stated Purchase Price and (2) the Purchase Price was calculated taking into account the Additional Payments and income received from synchronization licenses previously issued including a synchronization fee for the use of "Ain't No Stoppin Us Now" for a television commercial that aired in 2003 and 2004 and that the Purchase Price shall not be reduced as a result of the synchronization licenses referenced in this subparagraph.

RE: John Whitehead  
As of October 1, 2007  
Page 5

3.6. Subject to paragraph 3.7. below, all amounts payable to you hereunder shall be made payable to you care of Artist's Rights Enforcement Corp., at the following address: 250 West 57<sup>th</sup> Street, Suite 701, New York, New York 10107, Attn: Chuck Rubin.

3.7. Further, we shall, on your behalf, pay directly to each payee specified in your written payment directions, which payment direction(s) shall be in a form reasonably acceptable to us, the amounts specified in any such payment direction(s). All sums paid by us on your behalf pursuant to any payment direction(s) contemplated in the first sentence of this subparagraph shall be deemed to constitute payments made by us to you in partial satisfaction of our obligation to pay you the Purchase Price specified in subparagraphs 3.1., 3.2., and 3.3. above.

#### 4. CLOSING:

The "Closing" shall take place upon complete execution of this Agreement and all supporting documents, as well as our receipt of all items set forth in paragraph 8, below.

#### 5. YOUR WARRANTIES AND REPRESENTATIONS:

##### 5.1. Basic Warranties and Representations/Exclusions:

##### 5.1.1. You warrant and represent

(A) that, as of the Closing, you have full right, power and authority to enter into this Agreement and to sell, assign, transfer and set over unto us 100% in and to the ~~Writer's Share of income derived from the Subject Compositions~~ (and the right to collect and receive such income in the throughout the world), free and clear of any mortgage, levy, lien, claim or other encumbrance, and that all actions necessary to the completion of the transactions contemplated by this Agreement have taken place;

(B) that, as of the Cut-Off Date, you are the sole person or entity entitled to receive the Writer's Share of income derived from the Subject Compositions;

(C) ~~that, except for the IRS Liens, there are no judgments, decrees, awards, orders or injunctions, actions, claims, investigations or proceedings before any court, arbitrator, governmental instrumentality or administrative agency pending against you with respect to the SCs, and that there are no restrictions which would prevent or limit your ability to assign the SCs to us or which would limit or restrict our rights to publish, administer and/or collect all income in respect of the SCs;~~

5.2. ~~You warrant and represent~~ that (1) neither you nor anyone authorized by you have received, or have made arrangements to receive, any advance, loan or other payments which would or might be recoupable from, or otherwise offset against, any monies which would

RE: John Whitehead  
As of October 1, 2007  
Page 6

be collectible by us on or after the Cut-Off Date; (2) you are not plaintiff in any legal action involving the Writer's Share to the SCs, and (3) as of the Closing, you will have paid or provided for payment all legal fees incurred with respect to any such actions.

5.3. Each party shall be responsible for any fees or other payments which are due or may hereafter become due from such party to any agent, attorney, manager, or other third party representative(s) acting on behalf of such party by reason of this Agreement.

5.4. Notwithstanding anything to the contrary contained herein, the parties hereby acknowledge that (1) this Agreement will supersede any previous agreements, if any, (oral and/or written) previously granting to Writer any interest in the Additional Payments; (2) as between you and us, we hereby confirm the prior grant to Writer of the right to receive the Additional Payment for the duration of copyright protection throughout the world; (3) you hereby agree to sell, assign, and grant unto us the right to collect and retain for our sole account the Additional Payments for the duration of US and international copyright protection and all renewals and extensions thereof as more particularly set forth in subparagraph 1.1 (A).

6. OUR WARRANTIES, REPRESENTATIONS AND COVENANTS:

We warrant and represent that we have full right, power and authority to enter into this Agreement and to acquire the Writer's Share of income derived from the SCs being transferred to us hereunder; that we are a corporation duly organized, validly existing and in good standing under the laws of our state of incorporation with full power to enter into and to perform this Agreement and that all corporate actions (including, but not limited to, resolutions of stockholders and/or directors) necessary to permit us to do so have been taken.

7. SURVIVAL OF COVENANTS, WARRANTIES, AND REPRESENTATIONS:

7.1. Subject to paragraph 7.2., each party's respective covenants, warranties and representations shall be true as of, and shall survive, the Closing, regardless of any "due diligence" or other investigation undertaken by either party prior to the Closing. The foregoing shall not be deemed in limitation of whatever rights we may have with respect to the SCs or any other rights which we may have against third parties.

7.2. All warranties contained in paragraph 5.2. will terminate as of the four (4) year anniversary of the Closing.

8. CONDITIONS TO CLOSING:

In addition to the delivery to us of the documentation referred to above, our obligation to complete the purchase contemplated by this Agreement shall be subject to our being reasonably satisfied as to:

RE: John Whitehead  
As of October 1, 2007  
Page 7

- (1) the continuing accuracy of all representations and warranties made by you pursuant to the preceding paragraphs;
- (2) the validity of the copyright in each of the SCs and the agreement(s) pursuant to which such SCs were acquired (and, if acquired by a predecessor, the document(s) transferring such SCs to you);
- (3) completion of legal and financial due diligence with respect to the SCs, (except to the extent that our failure to complete such due diligence is due to the failure or neglect of ourselves or of our representatives);
- (4) receipt of any third party consents necessary with respect to the assignment of the Writer's Share of income with respect to the SCs and/or agreements relating thereto; and
- (5) execution and delivery of all required ancillary documents, including letters of direction in the forms annexed hereto.
- (6) full discharge and/or release of the IRS Liens accompanied with (1) official IRS documentation indicating such full discharge or release and (2) a copy of a written notification sent by you to BMI informing it that the IRS Liens have been fully discharged and/or released.

## 9. RECIPROCAL INDEMNITIES:

### 9.1. Basic Indemnity:

Each party (the "Indemnitor") agrees to indemnify the other party and hold the other party harmless from and against any and all loss, damage, cost or expense (including actual and reasonable outside counsel fees and court costs) which the other party (the "Indemnitee") may incur as the result of any third party claim which, if true, would constitute a breach of this Agreement on the part of the Indemnitor, but only to the extent that the third party claim shall result in a final, nonappealable adverse judgment against the Indemnitee or a settlement entered into with the prior written consent of the Indemnitor (not to be unreasonably withheld). In addition, your indemnity shall extend to the "deductible" under our errors-and-omissions policy without regard to judgment or settlement.

9.2. In each instance, the party claiming to be the Indemnitee shall give the putative Indemnitor prompt notice of any claim, action, or proceeding in respect of which indemnity is claimed, and the Indemnitor shall defend the same at the Indemnitor's sole cost and expense. In the event that the claim, action or proceeding is of such a nature as to be covered by the Indemnitor's errors-and-omissions insurance but the carrier declines to provide coverage and/or a defense, the Indemnitee shall have the right to tender such claim, action or proceeding to its own errors-and-omissions carrier, and in such event the Indemnitor shall reimburse the

RE John Whitehead  
As of October 1, 2007  
Page 8

Indemnity for its deductible (or portion thereof) expended in connection with the defense thereof.

9.3. The Indemnitee shall have the right to participate in the defense of such claim, action or proceeding by counsel of the Indemnitee's choice, at the Indemnitee's sole cost and expense.

9.4. Breach and Cure:

9.4.1. Neither party shall be deemed in breach hereunder unless the other party shall give notice thereof and the notified party shall fail to cure the same within thirty (30) days (ten (10) days, in the case of a payment of money), provided, that where such breach does not involve a payment of money and is of such a nature that it cannot be completely cured within such thirty-day period, it shall be sufficient if the notified party shall commence the curing thereof within such thirty-day period and shall proceed diligently to complete the curing of such breach within a reasonable time thereafter.

9.4.2. However, notwithstanding the foregoing, either party shall have the right to seek injunctive relief to prevent a prospective breach of this Agreement by the other party.

10. MISCELLANEOUS:

10.1. This Agreement contains the entire agreement of the parties with respect to the subject matter and supersedes any and all prior agreements (oral and/or written) concerning the subject matter, and may not be altered or amended except by a further written agreement signed by both parties.

10.2. This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

10.3. Notices:

Any notice required or permitted to be given pursuant to this Agreement shall be given in the party to be notified by registered or certified mail or any other means through which delivery may be verified, to the address set forth above (in our case, to the attention of the Executive Vice President, Legal and Business Affairs) or to such other street address as such party may designate from time to time by notice in like manner. A copy of all notices to you shall also be sent to Artist's Rights Enforcement Corp., at the address set forth in subparagraph 3.5. above, Attn: Chuck Rubin.

10.4. Law & Forum:

10.4.1. This Agreement has been entered into in, and is to be interpreted in accordance with the laws of, the State of California.

10.4.2. Any action seeking the interpretation and/or enforcement of this Agreement shall be heard only in the State or Federal Courts situated in Los Angeles County, both parties hereby submitting themselves to the jurisdiction of such courts for such purpose.

10.4.3. Service of process in any action between the parties may be made by notice in the manner prescribed in 11.0.3, above, and shall become effective 30 days following the date of delivery (unless delivery is refused, in which event service shall become effective 30 days following the date upon which delivery was refused).

Very Truly Yours,

WARNER-TAMERLANE PUBLISHING CORP.

By: \_\_\_\_\_

Edward P. Pierson  
Executive Vice President  
Legal and Business Affairs

Agreed and Accepted:

\_\_\_\_\_  
Elnor Whitehead

Executrix of the Estate of John C. Whitehead

Date: As of October 1, 2007

Clearance Department  
Broadcast Music, Inc.  
10 Music Square East  
Nashville, TN 37203

*Approved by  
J. Whitehead*

This shall serve as notice that I have changed my address for all statements in respect of my writer's share of public performance income. I hereby authorize and direct BMI to send the writer's share of public performance income to the Writer c/o WARNER-TAMERLANE PUBLISHING CORP, at 10585 Santa Monica Blvd., Los Angeles, CA 90025-4950.

Very truly yours,

Elnor Whitehead  
Executrix of the Estate of John C. Whitehead

RE: John Whitehead  
As of October 1, 2007  
Page 14

*As signed for  
Warner*

*14* Dated: As of October 1, 2007

TO WHOM IT MAY CONCERN:

Please be advised that effective October 1, 2007, WARNER-TAMERLANE PUBLISHING CORP. has acquired all right, title and interest of the undersigned in and to the songwriter's share of income earned from all compositions listed on the annexed schedule (the "Compositions").

— All songwriter's share of income of any nature, regardless of when earned, in respect of the Compositions is payable, on and after the date hereof to Warner/Chappell Music, Inc. (Federal I.D.#: 13-3246913) on behalf of WARNER-TAMERLANE PUBLISHING CORP.

All statements, checks and correspondence relevant to the songwriter's share of income earned in respect of the foregoing Compositions are to be directed to WARNER-TAMERLANE PUBLISHING CORP., c/o Warner/Chappell Music, Inc., 10585 Santa Monica Boulevard, Los Angeles, CA 90025-4950. The foregoing authorization shall remain in full force and effect until modified or terminated by both the undersigned and Warner-Tamerlane Publishing Corp.

Elnor Whitehead  
Executrix of the Estate of John C. Whitehead





## ROYALTY ASSIGNMENT VERIFICATION FORM

*from assignment  
BMI form 6*

NAME OF BMI AFFILIATE OR HEIR WHO HAS ASSIGNED ROYALTIES Elnor Whitehead, Executrix  
of the Estate of John C. Whitehead  
SOCIAL SECURITY OR FEDERAL TAX ID NUMBER OF AFFILIATE OR HEIR 166-38-9715

BMI ACCOUNT NUMBER(S) FROM WHICH ROYALTIES WERE ASSIGNED 944 002

John Whitehead Affiliation No: 368051

NAME AND ADDRESS OF PARTY TO WHOM ROYALTIES HAVE BEEN ASSIGNED Warner-Tamerlane  
Publishing Corp., c/o Warner Chappell Music, Inc., 10585

Santa Monica Blvd., Los Angeles, CA. 90025, Attn: Royalties

I warrant and represent to BMI that I am the person who assigned my right to receive BMI royalties to the party named in the submitted assignment document, that I have consulted a legal or financial advisor regarding the implications of the assignment or have knowingly waived my right to do so, that I have made the assignment with full knowledge and understanding of its consequences with respect to the BMI royalties assigned and my royalty income, that I have received valuable consideration for the assignment, that I intend for the assignment to be irrevocable, and that I have not made the assignment with the intent to evade the income tax or other laws of the United States or of any state or local jurisdiction or foreign nation to which I may be subject.

\_\_\_\_\_  
Signature of Affiliate or Heir who has assigned royalties Today's Date \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public NOTARY STAMP HERE.

## INSTRUCTIONS

1. Complete a separate form for EACH person or company to whom you have assigned your royalties. If you have assigned less than all of your royalties, put next to the name of the party indicated above what percentage of your royalties was assigned. An additional fee is due for each person or company to whom you have made an assignment.
2. Sign and date the form in front of a notary public who should sign and stamp where indicated.
3. Return the form to BMI with ALL of the following:
  - a) A signed and dated copy of your assignment. **THIS FORM IS NOT YOUR ASSIGNMENT.**
  - b) A completed and signed IRS Form W-9 for each person or company who was assigned your royalties. If BMI does not already have their tax number, a Form W-9 is downloadable from <http://www.irs.gov/pub/irs-pdf/w9.pdf>.
  - c) A check payable to BMI for \$300 for each account number listed on line 3 above.
4. If only publisher royalties have been assigned, return this form and the required documents and fee to BMI Publisher Administration, 10 Music Square East, Nashville, TN 37203. Otherwise send them to BMI Writer Administration, 320 W. 57<sup>th</sup> Street, New York, NY 10019.

No assignment will be processed until ALL of the required items listed in instruction 3 above and this form have been properly completed, signed and received by BMI. At that time, BMI will update its records to pay all royalties from the indicated accounts to the assignee, as of the next BMI royalty distribution for which BMI's records can be updated in time.

RAVE 4/06

R00041

### ASSIGNMENT OF BMI ROYALTIES

This assignment (the "Assignment") is effective as of October 1, 2007 from Elnor Whitehead, the Executrix of the Estate of John C. Whitehead ("Seller") to Warner-Tamerlane Publishing Corp. ("Buyer").

For good and valuable consideration, the receipt and sufficiency of which Seller hereby acknowledges, Seller hereby irrevocably assigns, conveys and transfers to Buyer, its successors and assigns:

(a) all rights owned by Seller to publicly perform, and to license others to publicly perform, anywhere in the universe, in any and all places and in any and all media, now known or which may hereafter be developed, any part or all of the Compositions (as defined below); and

(b) all present and future right, title and benefit throughout the universe in and to the songwriter share of public performance fees and royalties payable by Broadcast Music, Inc. to Seller in respect of the Compositions, regardless of when earned or when payable.

For the avoidance of doubt, this Assignment of BMI Royalties shall pertain only to the so called songwriter's share of public performance royalties derived from John C. Whitehead's authorship interest in the Compositions payable under BMI's account No. 944 002.

As used in this Assignment, the term "Compositions" shall mean only the musical compositions set forth on Exhibit "A" attached hereto and incorporated herein by this reference.

This Assignment shall be binding upon and enforceable against the heirs, legatees, executors, administrators, successors and assigns of Seller.

IN WITNESS WHEREOF, Seller has duly executed this Assignment.

Seller:

ELNOR WHITEHEAD,  
EXECUTRIX OF  
THE ESTATE OF JOHN C. WHITEHEAD

ACKNOWLEDGMENTS ON NEXT PAGE

627722v1 0107051102

1

R00042

Gabin Rubin

From: Michael Specht [mailto:mspecht@metisgroupllc.com]  
 Sent: Wednesday, October 24, 2007 7:30 PM  
 To: crubin@artists-rights.com  
 Cc: jberger@artists-rights.com  
 Subject: Whitehead

Chuck

I have worked through the expense information sent to me by Elnor. Those expenses are added to the national standards allowed for certain expenses to calculate the monthly expenses allowed against the monthly income. Based on this, I have a new calculation for the Whitehead offer in compromise. I expect to have the offer in compromise paperwork completed by the end of the week.

The revised offer amount will be \$142,368. Payment of \$28,474 (20%) plus the application fee of \$150 must be submitted with the offer.

Michael

Michael Specht, CPA  
 Member  
 Metis Group CPA's LLC  
 14 Penn Plaza - Suite 1800  
 NY, NY 10119  
 Phone 212 643 0099 Ext 146  
 Fax 212 947 3878  
[www.metisgroupllc.com](http://www.metisgroupllc.com) <<http://www.metisgroupllc.com>>

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- Computer consultation
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- Guardianship Accounting Services
- Non-profit accounting

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Tax Advice Disclosure: To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used and cannot be used for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any matters addressed herein.

10/25/2007

A00193



October 25, 2007

VIA DHL  
Ms. N. Gentry  
Internal Revenue Service  
600 Arch Street  
Room 3256  
Philadelphia, PA 19106

Re: Gene McFadden  
Barbara McFadden  
SSN: 200-38-4393 & 209-38-1151  
Offer in Compromise

Dear Ms. Gentry:

Enclosed is the offer in compromise (Form 656) along with the required attachments for Gene McFadden (Dec'd) and Barbara McFadden. This offer is filed by Barbara McFadden as executrix for the Estate of Gene McFadden.

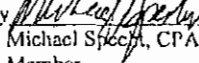
Enclosed is Chase Bank check # 388073414 in the amount of \$12,346.00. This amount represents the 20% initial payment towards the lump sum cash offer. Also enclosed is a US Postal Money Order in payment of the \$150 application fee.

Please forward this offer to the appropriate offer in compromise unit and advise me as to when that has been done as well as the contact information regarding that unit.

If you have any questions regarding the above, please contact the undersigned at (212) 643-0099, ext. 146.

Very truly yours,

METIS GROUP CPA's L.L.C.

By   
Michael Specht, CPA  
Member

Encl. - check # 388073414; money order

bcc: Chuck Rubin

R00221

Cc: Blanche Williams

Subject: Re: McFadden &amp; Whitehead

Jay

Here are a few questions

1. please e-mail a list showing all warner chappell songs (Only if you're nice to me) - of course
2. how long is an extended copyright and at what point will songs in question become public domain. The other songs will come back after the renewal period is over
3. \$750,000 to be held in reserve by whom and what happens if this is not paid. It is held by R2M in an escrow account
4. would barbara receive any royalties for 2007 Yes - up to an including the date of sale After that, only non Warner Chappell songs
5. why is r2m interested in purchasing now when 2013 is expiration date They want a great catalog
6. confusion: backstabbers... are you saying that r2m will own all income rights and will cease owning these rights in 2028 when song will again revert to gene and john and r2m will no longer receive income. R2M will only own the song writer royalty rights. In 2028, the copyrights will be owned by John and Gene
7. do you have expiration dates for all warner chappell songs. I gave them to you in an e-mail a month ago
8. is r2m anticipating concluding this deal in order to secure funds from june 2007 royalty period. Depends I think you will receive June because it will take at least 30 days to do due diligence. Hence - after the June period is over
9. barbara advises that she believes that she receives approx \$200,000 a year from royalties. If this is accurate, the combined gene/john royalties would be approx \$400,000 a year or approx \$2,800,000 (if song starts continuing from 2007-2013) ~~that is not accurate. The income has decreased dramatically from 2003 and 2004. Remember in those years you had the Verizon commercial that spiked the income. In 2005, WWC and BMI for Gene totaled only \$54,110.17. In 2006, WWC and BMI for Gene totaled \$41,921.09. The income is decreasing. That is why we strike now.~~
10. confusion: backstabbers - what is the renewal date for this song. what is the impact of this song on deal? Only Backstabbers writer share is being sold. Not the copyright. Upon the expiration of the renewal - 2028 - you will own it

I have discussed this with barbara and will have a meeting with her family this week. these are the initial questions from all. Get back to me. Rev

Original Message:

From: Jay Heiger  
 To: Blanche Williams ; billyp@navpoint.com  
 Sent: Monday, May 14, 2007 12:10 PM  
 Subject: McFadden & Whitehead

Hi Guys,

I am most pleased to inform you that we have received an offer from R2M Music with respect to McFadden & Whitehead

Specifically, R2M has offered the sum of \$6,750,000.00 for the following:

1. The McFadden & Whitehead writer share (both Warner Chappell and BMI) for "Ain't No Stoppin' Us Now";
2. The McFadden & Whitehead writer share (both Warner Chappell and BMI) for "Backstabbers";
3. The McFadden & Whitehead writer share (both Warner Chappell and BMI) for the remaining compositions that are published by Warner Chappell;
4. The United States extended term copyright rights for "Ain't No Stoppin' Us Now"; and
5. The United States extended term copyright rights for the compositions attached hereto

The payments will be made as follows: ~~\$6,000,000.00~~ to be paid at the closing and \$750,000.00 to be held in reserve for a period of 12 months. Assuming that no claim has arisen to these royalties and/or the rights to the copyrights during this 12 month period, at the expiration of the same, the \$750,000.00 will be paid at that time.

11/14/2008

R00475

Jay Berger

From: Jeff Sacharow (jsacharow@jsacharow.com)  
Sent: Tuesday, February 13, 2007 4:39 PM  
To: jberger@artists-rights.com  
Subject: RE: McFadden & Whitehead

Meeting went well. Also have another very interested party - Evergreen Copyrights. At this point, am really waiting to hear how the offer and compromise with them is going to go for Mrs. Whitehead. Is there any update?

From: Jay Berger (mailto:jberger@artists-rights.com)  
Sent: Tuesday, February 13, 2007 12:51 PM  
To: jsacharow@jsacharow.com  
Subject: McFadden & Whitehead

Jeff

Just checking in to see how your meeting went last Thursday. When you have a chance, drop me a note  
Best regards,

Jay L. Berger  
Senior Client and Legal Coordinator  
Artists Rights Enforcement Corporation

Phone: 212-586-2500  
Fax: 212-977-3110  
General E-Mail: AREC@artists-rights.com  
Personal E-Mail: jberger@artists-rights.com

11/14/2008

R00550

To: jsacharow@jsacharow.com  
 Cc: crubin@artists-rights.com  
 Subject: RE: McFadden & Whitehead

Same as last page  
 blown up

Jeff

Hope France treated you well – nothing better than fine French dining (I'm a huge fan of Jacques Pépin) I hope the following answers your questions:

- 1 With respect to 2003 there was a \$550,000.00 synch fee. With respect to 2004, there was a \$350,000.00 synch fee in 2004. Unfortunately, 2005 did not garner any synch fee of those magnitudes.
- 2 WC does collect both foreign and domestic income. However, I went through each WC report line item by line item and only included domestic earnings. I did not add into any income figures any foreign earnings.
- 3 Good question. Remember, that is only domestic performance for one composition. The song earns a great deal of money overseas.
- 4 I will call Gene's wife and when she receives the report, I will update the spreadsheets and e-mail you a copy of the report.

We understand that you are meeting with a prospective buyer on Thursday. Chuck and I are extremely excited and know that it will be a big hit for all of us.

Best regards

Jay L. Berger  
 Senior Client and Legal Coordinator  
 Artists Rights Enforcement Corporation

Phone 212-586-2500  
 Fax 212-977-3110  
 General E-Mail: AREC@artists-rights.com  
 Personal E-Mail: jberger@artists-rights.com

From: Jeff Sacharow [mailto:jsacharow@jsacharow.com]  
 Sent: Tuesday, February 06, 2007 8:42 PM  
 To: jberger@artists-rights.com  
 Subject: RE: McFadden & Whitehead

Jay, a few questions:

- 1 Why such a precipitous drop in 2005 WC income? It goes from \$500K in 2003 and 2004 to about \$60K in 2005.
- 2 Are you sure that the WC income only relates to US income (and not worldwide income collected by WC and accounted for on the statements?)
- 3 Performance income looks really light. Any idea why so low?
- 4 I know it may be a little early, at least insofar as WC is concerned, but any 4th quarter income we can add to 2006?

I'll call you tomorrow morning.

Jeff

11/14/2008

R00558

Jay Berger

From: Jeff Sacharow [jsacharow@jsacharow.com]  
 Sent: Wednesday, February 07, 2007 12:40 PM  
 To: jberger@artists-rights.com  
 Cc: crubin@artists-rights.com  
 Subject: RE: McFadden & Whitehead

Great, thanks Jay. This is very helpful. Obviously, prospective buyers will try to back out the lofty synch fees arguing that they are non-recurring events. Two large fees in consecutive years will be helpful in countering that argument.

Also, since Mrs. Whitehead is now considering a sale of the writer share (which I presume is worldwide) we should also compile a separate NPS schedule for the Whitehead share which includes worldwide income, broken down by domestic income (and type - WC and BMI) and ex US income (and by type). I'm sure this is asking a lot, but if there was anyone to get that info in time for my meeting tomorrow morning that would be great. If not, I understand and I will send that info to the prospective buyer when it is available.

Best regards

Jeff

From: Jay Berger [mailto:jberger@artists-rights.com]  
 Sent: Wednesday, February 07, 2007 8:13 AM  
 To: jsacharow@jsacharow.com  
 Cc: crubin@artists-rights.com  
 Subject: RE: McFadden & Whitehead

Jeff

Hoo France treated you well - nothing better than fine French dining (I'm a huge fan of Jacques Pepin). I hope the following answers your questions:

1. With respect to 2003, there was a \$550,000.00 synch fee. With respect to 2004 there was a \$350,000.00 synch fee in 2004. Unfortunately, 2005 did not garner any synch fee of those magnitudes.
2. WG does collect both foreign and domestic income. However, I went through each WC report line item by line item and only included domestic earnings. I did not add into any income figures any foreign earnings.
3. Good question. Remember, that is only domestic performance for one composition. The song earns a great deal of money overseas.
4. I will call Gene's wife and when she receives the report, I will update the spreadsheets and e-mail you a copy of the report.

We understand that you are meeting with a prospective buyer on Thursday. Chuck and I are extremely excited and know that it will be a big hit for all of us.

Best regards,

Jay L. Berger  
 Senior Client and Legal Coordinator  
 Artists Rights Enforcement Corporation

Phone 712-586-2500

11/14/2008

We have not received  
 spreadsheets we were  
 promised

R00560



**AREC**

ARTISTS RIGHTS ENFORCEMENT CORPORATION

250 West 57<sup>th</sup> Street • Suite 701 • New York, NY 10107

Tel: 212-586-2500 • Fax: 212-977-3110 • www.artists-rights.com

December 21, 2007

Ms. Barbara McFadden  
7219 Brynm Street  
Philadelphia, PA 19136

Re: Songwriter Royalty Share Sale to Warner-Tamerlane Publishing Corp.

Dear Barbara:

I am pleased to inform you that we are in receipt of the Warner Chappell Music  
("Warner") \$50,000.00 advance against the sale of your songwriter royalty share sale.

As per your telephone conversation with Jay, enclosed please find AREC Bank of  
America Check No. 4002 pay BARBARA MCFADDEN the sum of \$5,000.00 as an advance  
against your share of the \$50,000.00 received from Warner.

Happy Holidays! With kind regards, as always, I remain. . .

Sincerely,  
Artists Rights Enforcement Corp.

Chuck Rubin

CR:jb  
Enclosure

R00593

DEC 14, 2007 11:21

4132421169

Page 3

Laws from Warner

## PROMISSORY NOTE

(\$50,000)

Los Angeles, California  
As of December 12, 2007

FOR VALUE RECEIVED, I hereby promise to pay to the order of Warner/Chappell Music, Inc. ("WCM"), the principal sum of Fifty Thousand United States Dollars (\$50,000) (together with interest at the composite "prime rate" upon such principal sum as published in the Wall Street Journal per annum), at WCM's office at 10585 Santa Monica Boulevard, Los Angeles, CA 90025-4950 (or such other address as WCM may designate by written notice delivered to me from time to time at the address set forth below, or to such other address as I may designate from time to time by written notice delivered to WCM).

Such principal sum shall be payable or recoverable, as applicable, from either: (a) the Purchase Price due to me (as a partial pre-payment of the Purchase Price) pursuant to the Writer's Share Purchase Agreement between us, effective as of October 1, 2007; or (b) any and all so-called "writer's share" royalties (including the writer's share of performance royalties which you shall direct BMI to pay directly to WCM) derived from compositions written by Gene McFadden now or hereafter due and payable to me pursuant to the various agreements between us.

Notwithstanding the foregoing, in the event that I sell my writer's share royalties to The Pullman Group, LLC, or any related entity ("Pullman"), pursuant to a "First Right of Refusal" provision contained in a 2002 agreement which Pullman alleges: (a) was executed by Gene McFadden and (b) is enforceable (a fact, which I deny), I shall direct Pullman to pay to WCM (immediately upon closing of such sale) any remaining unpaid portion of the principal sum, including interest.

In the event that I fail to comply with the preceding terms of this Promissory Note and WCM elects to institute litigation against me to collect, I shall pay WCM's actual and reasonable outside attorneys' fees and court costs, in connection therewith. I hereby waive presentment, protest, dishonor, notice of dishonor, and any other similar procedures prior to collection.

All amounts payable hereunder shall be made payable to the undersigned c/o Artist's Rights Enforcement Corp. 250 W. 57th Street, Suite 701, New York, New York 10107.

*Barbara McFadden*  
BARBARA MCFADDEN  
Executrix of the Estate of Gene McFadden  
c/o Jeffrey S. Sacharow  
Law Offices of Jeffrey S. Sacharow  
11601 Wilshire Boulevard, Suite 2200  
Los Angeles, CA 90025

R00596

**AREC**

ARTISTS RIGHTS ENFORCEMENT CORPORATION  
250 West 57<sup>th</sup> Street • Suite 520 • New York, NY 10107  
Tel: 212-586-2500 • Fax: 212-977-3110 • www.artists-rights.com

October 19, 2007

VIA FEDERAL EXPRESS

Ms. Barbara McFadden  
c/o Ms. Beverly Gay  
8215 Winthrop Street  
Philadelphia, PA 19136

Re: Songwriter Royalty Share Sale to Warner-Tamerlane Publishing Corp.

Dear Barbara:

I am most pleased to enclose five (5) copies of the following documents to finalize the Estate of Gene McFadden's sale of its writer royalty interest to Warner-Tamerlane Publishing Corp. ("Warner")

Accordingly, enclosed please find:

1. A cover letter outlining the documents and the transaction from Jeff S. Sacharow;
2. The final Purchase Agreement;
3. A BMI Royalty Verification Form;
4. A BMI Assignment;
5. A copy of Jeff S. Sacharow's fee direction;
6. A copy of Jeff S. Sacharow's conflict letter; and
7. An IRS W-9 form.

I have separated each document via paper clip. Please sign each document where indicated. The Purchase Agreement has several pages to sign (notarization too), including a page for the kids' signatures. Certain other documents require notarization as well. I have placed a sticker on each page where a signature and notarization is required.

Please note that there are two (2) documents from Jeff's office. The first is a letter of direction that states that Jeff will receive his fee directly from Warner. Jeff's fee comes out of Artists Rights Enforcement Corp.'s fee. This is not an additional fee and does not come out of your portion of the purchase proceeds. The second document is a standard conflict letter that sets out that Jeff has worked with Warner in the past.

When you have signed each document (and had your signature notarized where indicated), please place send each document back to me via Federal Express for delivery on Monday, October 22.

where not  
the  
Signed  
not  
produced

clerking to CJ

R00597

Jay Berger

From: Michael Specht [MSpecht@metisgroupllc.com]  
Sent: Monday, October 15, 2007 6:38 PM  
To: crubin@artists-rights.com  
Cc: jberger@artists-rights.com  
Subject: McFadden

Chuck -

I am sending the offer in compromise papers to Barbara (they will go overnight mail tomorrow) for signature. She is instructed to return them to my office. They need to be filed with the IRS by Oct 26 (per my agreement with the revenue officer handling the matter).

I have gotten the offer down to \$81,728. Payment of \$12,348 (20%) plus the application fee of \$150 must be submitted with the offer.

As you know, I am leaving tomorrow and will be away until the 24<sup>th</sup>. I will see you on the 24<sup>th</sup>.

Michael

Michael Specht, CPA  
Member  
Metis Group CPA's LLC  
14 Penn Plaza - Suite 1800  
NY, NY 10122  
Phone: 212.643.0099 Ext. 145  
Fax: 212.947.3876  
[www.metisgroupllc.com](http://www.metisgroupllc.com) <<http://www.metisgroupllc.com>>

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11/14/2008

R00643

Jay Berger

From: Jeff Sacharow [jsacharow@jsacharow.com]  
Sent: Monday, October 15, 2007 4:03 PM  
To: crubin@artists-rights.com; jberger@artists-rights.com  
Subject: FW: Whitehead Lien

Chuck/Jay - fyi

From: Hamzeh, Zeina [mailto:Zeina.Hamzeh@warnerchappell.com]  
Sent: Wednesday, October 10, 2007 10:28 AM  
To: 'Jeff Sacharow'  
Subject: Whitehead Lien

Hi Jeff,

I am attaching the most recent correspondence from the IRS on the Whitehead liens. Please note that the 2002 lien has not yet been released. I don't have Michael Speck's email address so please forward this on to him.

Thanks,

Zeina Hamzeh  
Attorney, Legal and Business Affairs

Warner/Chappell Music, Inc.  
10585 Santa Monica Boulevard  
Los Angeles, CA 90025  
Tel: 310.441.6836  
Fax: 310.470.2875  
Zeina.Hamzeh@warnerchappell.com

12/15/07 After hr  
5464  
in May 2002

11/14/2008

R00644

Jay Berger

From: Michael Specht (MSpecht@metisgroupllc.com)  
 Sent: Friday, October 12, 2007 10:50 AM  
 To: jberger@artists-rights.com  
 Subject: RE: Mcfadden

Jay -

We haven't been able to file the offer in compromise (I have been crazed with the extended individual income tax deadline of 10/15). Any monies that she has could either be levied once the offer is filed and in process the IRS is not supposed to take any levy action on the account, but I wouldn't be able to guarantee that a levy will not happen) or if they are in her account while the offer is being processed they will take that into account in determining her assets. Under the current offer process, they use 100% of assets to determine how much can get paid on the offer.

Bottom line, do not send her money until the offer is final and paid for. I know this will take some time, however, she will most likely lose the money to IRS if it's in her account.

Michael

Michael Specht, CPA  
 Member  
 Metis Group CPA's LLC  
 14 Penn Plaza - Suite 1800  
 NY, NY 10122  
 Phone: 212.643.0099 Ext. 146  
 Fax: 212.947.3878  
[www.metisgroupllc.com](http://www.metisgroupllc.com) <<http://www.metisgroupllc.com>>

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- Audit, review and compilation
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- Litigation support and business valuation
- Computer consultation
- Financial planning
- Guardianship accounting services
- Non-profit accounting

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From: Jay Berger [mailto:jberger@artists-rights.com]  
 Sent: Friday, October 12, 2007 10:09 AM  
 To: Michael Specht

11/14/2008

R00648

From: Hamzeh, Zeina (mailto:Zeina.Hamzeh@warnerchappell.com)  
Sent: Monday, September 24, 2007 4:38 PM  
To: 'jsacharow@jsacharow.com'  
Subject: McFadden and Whitehead

Hi Jeff,

Upon further review and internal discussion, the heirs' assent is important here because the beneficiaries must be on-board with how the executor is handling the estate. Whitehead has ten beneficiaries his estate is to be divided among them per the will by the executor. With regard to the previous wife, Anita, can we see some other documents linked to this order such as the complaint? The order does not state that the petitioner is Anita Whitehead or what claims are being dismissed. Also, is this the final order? Can we also see a certified copy of the Whitehead will from the Probate court in Pennsylvania that reviewed the Whitehead matter?

Many thanks,

Zeina Hamzeh  
Attorney, Legal and Business Affairs

Warner/Chappell Music, Inc.  
16585 Santa Monica Boulevard  
Los Angeles, CA 90025  
Tel: 310.441.6836  
Fax: 310.470.2875  
Zeina.Hamzeh@warnerchappell.com

11/14/2008

R00667

Cc: crubln@artists-rights.com

Subject: RE: McFadden & Whitehead

Jay, I sent your e-mail to Zeina for a response. As a reminder, we still need to get WC the certified copy of the Whitehead will and the certified copy of the Letters Testamentary for the McFadden estate. When do you think that we will be able to send that to WC?

From: Jay Berger (mailto:jberger@artists-rights.com)

Sent: Wednesday, September 26, 2007 10:19 AM

To: jsacharow@jsacharow.com

Cc: crubln@artists-rights.com

Subject: McFadden & Whitehead

Hi Jeff

We wanted to let you know that our accountant, Michael Specht, spoke to WC's attorney re the tax debt and all should be ready to go. When do you think we will be getting the final agreement for sign off?

Jay

Jay L. Berger

Senior Client and Legal Coordinator

Artists Rights Enforcement Corporation

Phone: 212-585-2500

Fax: 212-977-3110

General E-Mail: ANEC@artists-rights.com

Personal E-Mail: jberger@artists-rights.com

11/14/2008

R00669



Jay Berger

From: Jeff Sacharow [mailto:jsacharow@jsacharow.com]  
 Sent: Wednesday, September 05, 2007 10:35 PM  
 To: 'Chuck Rubin'  
 Cc: jberger@artists-rights.com  
 Subject: FW: Warner-Tamerlane -w- McFadden/Whitehead offers

FYI

From: Jeff Sacharow [mailto:jsacharow@jsacharow.com]  
 Sent: Wednesday, September 05, 2007 7:35 PM  
 To: 'Hamzeh, Zeina'  
 Cc: Rosner, Jack; Ed Pierson (ed.pierson@warnerchappell.com)  
 Subject: RE: Warner-Tamerlane -w- McFadden/Whitehead offers

Zeina, it was great to meet you in person today. And thanks for the attached.

Unfortunately, however, what you sent me is not going to get the deal done and we have a very small window of opportunity to get this done -- at least insofar as the Gene McFadden share is concerned. I thought you were merely going to incorporate my offer letters onto Warner letter head. As I mentioned to Jack and you at lunch today we are 90% done with an offer letter for the McFadden piece and we will only be able to terminate those negotiations if the various assumptions set out in my offer letter are agreed in writing (those assumptions have been accepted and agreed by the other buyer). If you want to proceed, then we will need to have written confirmation of this agreement with Warner/Chappell by tomorrow. Otherwise, I do not believe that my client will be in a position to delay discussions with the other proposed buyer beyond that time frame.

Specifically,

1. WC must acknowledge that the Purchase Price was calculated taking into consideration income received from synchronization licenses previously issued including a synchronization fee received for the use of *Ain't No Stoppin' Us Now* in a television commercial in 2003/2004.

2. WC's diligence examination shall be limited to: (a) verification of Seller's authority to sell the assets; and (b) to a UCC-1, tax lien, litigation and judgment search with respect to seller and the assets (there should be no need for financial diligence since WC have been paying writer royalties for years and have received the publisher BMI statements).

3. Specifically with respect to Whitehead, the parties acknowledge the existence of an IRS tax lien levied against the assets. [This lien shall be discharged as a condition to closing.] My client has been (and will continue to) deal directly with the IRS and therefore no amounts should be paid directly to the IRS by WC unless the IRS orders WC to do so.

4. The following shall be the sole conditions to closing: (a) the execution of a purchase and sale agreement reasonably satisfactory to both WC and the sellers, (b) WC's completion of the diligence examination as discussed in paragraph 2 above, (c) written acceptance from BMI of the writer share assignment and, in the case of Whitehead (d) the discharge of the IRS Lien (the IRS Lien shall be discharged at the closing). WC should acknowledge that it has previously received Warner Music Group board approval to consummate this transaction for the purchase price.

5. No other rights of any kind or nature shall be transferred or assigned other than the writer share of songwriter royalties. Without in any way limiting the generality of the foregoing, seller shall not be required to grant to WC a first refusal right and/or matching right to acquire the so called extended term rights to any musical composition written by Writer or any other person or party in whole or in part; it being understood that the foregoing shall not be deemed to constitute a waiver of any of WC's rights under Section 203 of the U.S.

11/14/2008

R00680

Copyright Act.

6. ~~WC shall irrevocably waive any conflict of interest which may exist as a result of my representation of the seller in the transaction contemplated by this letter.~~

7. ~~We need WC's commitment to use best efforts to close by October 15, 2007.~~

As to some of the specific points raised in your proposed drafts:

8. The June 30, 2008 cut off date referenced in your letter should be changed to December 31, 2008.

9. No third party publisher clearances are necessary. WC is the sole publisher. We will of course need to get BMI to acknowledge its acceptance of the assignment.

My personal preference is to do the deal with Warner/Chappell. Hopefully you will be able to conform your offer letters to the points specifically raised above and in the revised letters that I sent to Jack today and that you will be able to send the revised offer letters to me tomorrow.

Best,

Jeff

**From:** Hamzeh, Zeina [mailto:Zeina.Hamzeh@warnerchappell.com]

**Sent:** Wednesday, September 05, 2007 5:46 PM

**To:** 'jsacharow@jsacharow.com'

**Cc:** Johnson, Dave (WMG Corp); Robinson, Paul (WMG Corp); Thomas, Nick; Pierson, Ed; McDowell, Scott;

Rosner, Jack; Brunman, Glen; Hernandez, Al; Jenkins, Brian

**Subject:** Warner-Temierlane -w- McFadden/Whitehead offers

Hi Jeff,

It was a pleasure having lunch with you today. Pursuant to our chat, I have attached to offer letters for both Whitehead and McFadden. We look forward to sending you a final draft of the Purchase Agreements.

Please contact me if you would like to discuss the offers further.

All best,

Zeina Hamzeh  
Attorney, Legal and Business Affairs

Warner/Chappell Music, Inc.  
10585 Santa Monica Boulevard  
Los Angeles, CA 90025  
Tel: 310.441.6836  
Fax: 310.470.2875  
Zeina.Hamzeh@warnerchappell.com

11/14/2008

Chuck Rubin - Artists Rights

From: Jay Berger (jberger@artists-rights.com)

Sent: Thursday, August 30, 2007 11:12 AM

To: crubin@artists-rights.com

Subject: Numbers from Jeff

Spoke to Jeff - here they are

Writer Share: \$750,000 to \$900,000 (based on average writer income of \$86,032 x 10 multiple)

Term. & Copyright: \$675,000.00 (based on approx. \$75,000.00 x 9 multiple)

Jay L. Berger  
Senior Client and Legal Coordinator  
Artists Rights Enforcement Corporation

Phone: 212-586-2500

Fax: 212-977-3110

General E-Mail: AREC@artists-rights.com

Personal E-Mail: jberger@artists-rights.com

Cum RS  
97

X  
X

8/30/2007

R00688



PO Box 642341  
Tampa, FL 33606  
USA  
Email: amy@R2Mmusic.net  
Phone: 813.741.4353  
Fax: 813.741.4357

August 17, 2007

Ms. Barbara McFadden  
Executive of the Estate of Gene McFadden  
Mr. Dominic McFadden, Mr. Gene McFadden, Jr.  
Ms. Sandra McFadden and Mr. Gina McFadden

40 Artists Rights Enforcement Corp.  
250 West 57<sup>th</sup> Street  
Suite 701  
New York, New York 10017

Deleted:

Deleted: + all other children of Gene McFadden by name

#### Regarding Gene McFadden Compositions

Dear Ms. McFadden:

Subject to, completion of legal and financial due diligence, to our satisfaction and agreement to the terms of a long form purchase and assignment agreement, R2M Music offers to acquire (1) all rights in the estate of Gene McFadden (the "Estate" ) (the "Songwriter Share" (as defined below) payable with respect to various musical compositions (the "Compositions" ) to the extent written or co- written by Gene McFadden ("McFadden") and (2) from all the statutory heirs of Gene McFadden under United States Copyright Act §201 (collectively the "McFadden Heirs" ) the United States copyright ownership in "McFadden's Interest" (defined below) in and to the Composition entitled "Ain't No Stoppin' Us Now" (written by McFadden, John Whitehead, and Jerry Cohen) when such rights revert to the McFadden Heirs under Copyright Act §203 together with "all monies derived therefrom" (defined below) The Estate and the McFadden Heirs are collectively referred to herein as "Seller".

Deleted: Seller Approval and

1. Purchased Assets

Subject to contract and the terms and conditions of this offer letter, R2M Music offers to purchase from the Estate and the Estate accepts the offer to sell the following assets:

Deleted:

(1) one hundred percent (100%) of the "songwriter share" (as such term is known and understood in the custom and practice of the music publishing industry) of all monies payable to Seller by (1) Warner/Chappell Music, its affiliated companies and/or successor(s) in- interest (collectively "W/C" pursuant to the songwriter agreements between McFadden and Mighty Three Music (MTC's predecessor in interest) including without limitation the exclusive songwriter agreement and order therein dated May 25, 1976 between Gene McFadden and Mighty Three Music (the "Exclusive Songwriter Agreement") together with all right title and interest of Seller in and to such songwriter agreements and (2) Broadcast Music, Inc. ("BMI") or any other performing rights organization to which the Estate or legatees of McFadden's will become writer members in the future with respect to the Compositions pursuant to writer membership agreements, regardless of when earned, derived throughout the universe by any means or means whether now or hereafter known, from any and all Compositions written in whole or in part by McFadden (but expressly excluding the Composition entitled "Ain't No Stoppin' Us Now" including without limitation the compositions listed on Schedule "A" annexed hereto, together with all right title and interest of the Estate or the legatees in and to such membership agreements. Such monies include without limitation monies derived from mechanicals, broadcast mechanicals, synchronization, "new media" and print uses payable by W/C and the writer share of public performance (as and royalties payable by BMI) or other performing rights organization;

Deleted: 8/14/07

2. BMG

R00703

• Page 2

August 17, 2007

b. The hundred percent (100%) of the songwriter share of all monies payable to the Estate by (1) WMC pursuant to the Exclusive Songwriter Agreement together with all right, title and interest of the Estate in and to the Exclusive Songwriter Agreement, and (2) BMI or any other performing rights organization to which the Estate or legatees of McFadden's will become writer members in the future pursuant to writer membership agreements, regardless of when earned, derived from exploitation of the musical composition entitled "Ain't No Stoppin' Us Now", throughout the universe, excluding the USA, its territories and possessions by any means or methods whether now or hereafter known together with all right, title and interest of the Estate or the legatees therein and thereon. Such monies include without limitation monies derived from mechanicals, broadcast mechanicals, synchronization, "new media" and print uses payable by WMC and the writer share of public performance fees and royalties payable by BMI.

c. The monies described in paragraphs 1(a)-(b) are herein referred to collectively as the "Songwriter Share".

d. R2M Music shall be entitled to receive the Songwriter Share in perpetuity. If in the future the McFadden Heirs become owner of the United States copyright in the compositions referred to in paragraphs 1(a)-(b) by exercise of their termination and recapture rights pursuant to Copyright Act §703 or any successor law, then the McFadden Heirs, and shall be automatically obligated to pay R2M Music the Songwriter Share or its equivalent amount derived in the United States from the "Ain't No Stoppin' Us Now" for the duration of the term of copyright. The McFadden Heirs obligation to continue to pay R2M Music the Songwriter Share or its equivalent amount is irrevocably binding on the McFadden Heirs, and their heirs, executors, administrators, legal representatives, successors and assigns.

e. In full consideration of the sale of the Songwriter Share, R2M Music shall pay the Estate the sum of One Million Six Hundred Forty Thousand Dollars (\$1,650,000) payable as follows:

(i) The sum of Nine Hundred Fifty Thousand Dollars (\$ 950,000) payable at the closing of the transaction.

(ii) The sum of One Hundred Sixty-two Thousand Five Hundred Dollars (\$162,500) (the "General Holdback") deposited to an interest-bearing account for a period of twelve (12) months from the closing date. Assuming no indemnifiable claims arise during the twelve month period (excluding any indemnifiable claim with respect to the payment of TV Synchron Monies) following the closing, R2M Music shall pay the Estate such amount plus accrued interest promptly after the expiration of such twelve (12) month period without offset or deduction of any kind or for any reason. If any non TV Synchron Monies remain indemnifiable claims arise, the deposited monies shall be subject to the indemnity terms of the formal purchase/sale agreement between Seller and R2M Music.

(iii) (A) For the purpose of this subparagraph 1.(g)(iii) the following definitions shall apply:

1. "TV Synchron Uses" means any audiovisual synchronization use of a composition including the composition "Ain't No Stoppin' Us Now" other than theatrical motion picture (as such term is generally known and understood) synchronization uses.

2. "TV Synchron Monies" means synchronization fees derived from TV Synchron Uses.

3. "Special Holdback" means the sum of Five Hundred Thirty-seven Thousand Five Hundred Dollars (\$537,500) deposited to an interest-bearing account for a

R00704

• Page 7

August 17, 2007

the McFadden compositions published currently by WGC, with the exception of "Ain't No Stoppin' Us Now".

7. The "publisher share" (as such term is known and understood in the custom and practice of the music publishing industry) of monies earned in the United States corresponding to McFadden's interest has averaged not less than \$60,000 over the four years 2003 to 2006.

8. If the average annual amounts set forth in paragraph 7, A, above shall have been overstated, then R2M Music's sole remedy shall be the right to reduce the purchase price by the amount of any such overstatement multiplied by the multiple used by R2M Music to calculate the Purchase Price for the applicable income stream, provided that, notwithstanding the foregoing, R2M Music may not reduce the Purchase Price unless such amounts shall have been overstated by an amount greater than five percent (5%).

9. There are no unrecouped writer advances, nor are there any future contractual writer advances due Seller which will be recoupable from the Songwriter Share or the Collateral.

10. Any press release related to the contemplated purchase of these rights must be mutually approved by the parties, provided that neither party shall unreasonably withhold their approval.

11. The sale of the Songwriter Share and McFadden's interest if at all represents an "asset only" sale - no corporate entity will be acquired.

12. No third party has a "matching offer" related to sale of the Songwriter Share, use of the Collateral and conveyance of the United States Copyright ownership in McFadden's interest prior or subsequent to termination and recapture by the Estate and McFadden's Heirs, as applicable.

13. The formal purchase agreement will be subject to the laws of the state of New York.

14. R2M understands that during the years 2003 and 2004, Warner Chappell collected the gross amount of \$900,000 related to synchronization licenses for the Composition "Ain't No Stoppin' Us Now". And that during the period 2003 through 2006, no other individual synchronization fees for any one of the compositions exceeded \$135,000 in gross synchronization license fees.

15. R2M agrees that if due diligence confirms the accuracy of the statement in 7 H, above, the purchase price will not be adjusted downward due to the exclusion of potentially non-recruiting synchronization fees.

16. Seller will make warranties and representations customary for this type transaction including without limitation its exclusive ownership of the assets and rights to enter into and grant R2M Music all the rights granted in the formal purchase loan agreements. Seller will indemnify R2M Music and its financial partner for any breach or claim of breach of Seller's warranties, representations and agreements. The parties agree to negotiate in good faith in the formal purchase agreement the indemnity provisions and the period of survival after the closing of Seller's warranties and representations.

17. The Estate shall use reasonable efforts to provide R2M with copies of certain "missing" royalty statements from WGC and BMI. But Seller's failure to provide any such statements shall not affect the Purchase Price or constitute a condition precedent to any of Seller's obligations hereunder.

18. Exclusivity

Upon Seller's acceptance of this offer, neither the Estate, the McFadden Heirs, nor their representatives will engage in discussions or negotiations with any person or entity other than R2M Music, or solicit interest directly or indirectly from any person or entity, in connection with a sale or similar disposition of the rights outlined herein unless R2M Music and the Seller fail to complete the

R00708

Page 6

August 17, 2007

purchase/loan agreement not later than three (3) weeks after R2M Music receives the certificates of recordation of the Termination Notices. The timing anticipated herein is dependent upon Seller providing requested information in a timely manner and in the event of delay not within the control of R2M Music (resulting from material requested during due diligence and/or delays in commenting on or otherwise approving the purchase/loan agreement), Seller agrees to extend the exclusivity period to enable the parties to complete the transaction. At any time beginning two weeks after R2M Music submits the Termination Notices to the Copyright Office for recordation, either Jeffrey Sacharow, Esq. or Michael Priddy, Esq., may inspect the Copyright Office the estimated date of issuance of the certificates of recordation. If the Copyright Office notifies Seller or R2M Music in writing that it finally refuses to accept the Termination Notice for recordation, then, unless the parties otherwise agree, the exclusivity period set forth in this paragraph 8 shall terminate upon receipt of such written notice from the Copyright Office.

If the terms here are acceptable, please sign below and return to me. This offer will remain open to Seller until 5:00pm CST August 17, 2007.

Please confirm your agreement to the foregoing by signing below.

AGREED AND ACCEPTED

Sincerely,  
R2M Music

By: \_\_\_\_\_  
Phil May - Founding partner and CFO

Barbara McFadden - Executive of the  
Estate of Gene McFadden

Barbara McFadden - widow of Gene McFadden

Dominic McFadden - child of Gene McFadden

Gene McFadden, Jr. - child of Gene McFadden

Sandra McFadden - child of Gene McFadden

McFadden Schedule A annexed to and made part of the August 18, 2007 offer letter between  
Barbara McFadden, Dominic McFadden, Gene McFadden, Jr., Sandra McFadden and Gene  
McFadden on the one hand and R2M Music on the other hand.

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1. Are You Sure
2. Asking For Trouble
3. Back Stabbers
4. Backlight
5. Break Up On Me
6. Bad Luck
7. Be Truthful To Me
8. Bank Wonders Of The World
9. Bug A-Ron
10. Cold Cold World
11. Concentrate On Me
12. Dance Your Troubles Away
13. Don't Call Me Baby
14. Don't Forget Me

R00709

Jay Berger

From: Jeff Sacharow [jsacharow@jsacharow.com]  
 Sent: Thursday, August 02, 2007 11:32 PM  
 To: cruhin@artists-rights.com; jberger@artists-rights.com  
 Subject: FW: MW

Chuck/Jay - tyi.

From: Jeff Sacharow (mailto:jsacharow@jsacharow.com)  
 Sent: Thursday, August 02, 2007 8:31 PM  
 To: 'Steve McMellon'  
 Cc: 'steve\_d\_mac@mac.com'; 'Drake, James (UK)'  
 Subject: MW

Steve, further to our discussion today....

The Whitehead sellers are prepared to accept a purchase price of \$3.2M - structured \$1,850,000 paid as purchase price, and \$1,500,000 paid as a loan to secure the transfer of the extended term rights.

This is essentially calculated by applying a bonded multiple of about 11.5 times on the average annual NWS during the measuring period and a discount NPV multiple of 8.93 on the average annual NPS attributable to the ANSUN extended term rights.

As discussed, we are close to closing the McFadden transaction (although it's not done yet). The Whitehead transaction is still available for the reasons we discussed today. The ability to sell the Whitehead extended term rights is predicated on the first wife joining the transaction. We are in discussions with the first wife and her representatives and we are cautiously optimistic that we will be able to join the first wife in the transaction.

BTW, we have been in contact with the third writer for ANSUN, and he has also expressed an interest in selling the writer's share and extended term rights for his share as well.

Best,

Jeff

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11/14/2008

R00725



From: Michael Perlestein (mailto:MPerlestein@fpilaw.com)  
 Sent: Tuesday, June 26, 2007 5:31 PM  
 To: jsacharow@jsacharow.com  
 Cc: Phil May  
 Subject: McFadden Whitehead offer letter

Jeff: I attach for your review a clean and redlined copy of the 6/26/07 drafts of the proposed offer letter between R2M Music and Barbara McFadden. This letter contains revisions of the prior draft noted in the attachment to your June 25, 2007 email to me plus others we discussed.

We now have a very, very interesting question. Who is the widow of John C. Whitehead? Not the administratrix of his estate mind you, but his widow. Note his "all purpose will" dated 6/26/98 expressly states his "common law marriage to Elinor Medley-Whitehead for 9 years". The will further states that he is legally separated from Anita Whitehead for 18 years, but apparently never legally divorced. If he never divorced Anita, then either Anita alone is his widow or if common law marriage is lawful in the Commonwealth of Pennsylvania, John was a bigamist and left two widows. Note the will expressly provides that under no circumstances will Anita Whitehead have any rights to claim. She is not to receive any monies or property left in John's name. But the will cannot trump her termination right if indeed she is the widow. Since John Whitehead lived and probably died in Philadelphia, I cannot resist saying that neither you nor I are "Philadelphia lawyers", so I suggest you seek counsel on the subject from one who is. If Anita, as the widow, owns 50% of the termination rights to "Ain't No Stoppin' Us Now" and she is totally estranged from the family (her kids, too?), who knows how that will effect the transaction. We need a widow because the widow owns 50% of the termination rights. Perhaps there are other documents that clarify this situation. } X

Concurrently I transmitted copies to Phil May for initial review. Therefore the rights of R2M Music are reserved, subject to review and approval. I too need to further review and proof.

Please let me have your comments.

Regards,

Michael Perlestein  
 Fischbach, Perlestein, Lieberman & Almond LLP  
 1875 Century Park East, Suite 1450  
 Los Angeles, California 90067  
 Phone: 310-556-1956  
 Fax: 310-556-4617  
 E-mail: mperlestein@fpilaw.com

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11/14/2008

R00787

Jay Berger

From: Chuck Rubin (crubin@artists-rights.com)  
Sent: Thursday, June 28, 2007 4:53 PM  
To: jberger@artists-rights.com  
Subject: FW: Whitehead

From: Michael Specht (mailto:MSpecht@motisgroupllc.com)  
Sent: Tuesday, June 26, 2007 4:41 PM  
To: crubin@artists-rights.com  
Subject: Whitehead

Chuck -

Attached are 2 pages that need to be signed by Elnor regarding the offer in compromise. Return the signed pages to me with 2 checks payable to "United States Treasury" (\$150 and \$43,421) so I can submit the offer to the IRS.

Michael

Michael Specht, CPA  
Motis Group LLC  
14 Penn Plaza Suite 1800  
New York, NY 10122  
v: 212-643-0099 ext 146  
f: 212-947-3878  
mspecht@motisgroupllc.com  
www.motisgroupllc.com

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11/14/2008

R00788

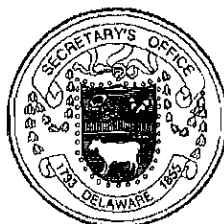
# **Exhibit Q**

# Delaware

PAGE 1

*The First State*

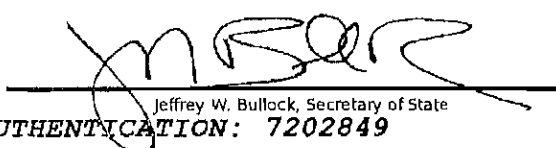
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "THE PULLMAN GROUP, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-THIRD DAY OF MARCH, A.D. 2009.



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090238304

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7202849

DATE: 03-23-09

# Exhibit J

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IN THE MATTER OF THE ARBITRATION BETWEEN  
THE PULLMAN GROUP, LLC,  
                    Claimant and Counterclaim Respondent,  
v.                    Case No. 13 20 0800 1087  
THE ESTATES OF GENE MCFADDEN AND JOHN C.  
WHITEHEAD,  
                    Respondent and Counterclaimant.  
-----X

Hughes Hubbard & Reed LLP  
One Battery Park Plaza  
New York, New York  
  
July 29, 2014  
9:11 a.m.

BEFORE:  
  
GEORGE C. PRATT, CHAIRMAN  
  
JAMES B. KOBAK, JR., PANEL MEMBER  
  
RICHARD D. ROSENBLOOM, PANEL MEMBER  
  
  
Reported By:  
  
Nicole Cannistraci, Court Reporter

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A P P E A R A N C E S:

LAW OFFICE OF ANTHONY KORNARENS, ESQ.  
Attorney for Claimant and Counterclaim  
Respondent  
2907 Stanford Ave  
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Counterclaimant  
29 Harrison Avenue  
Montclair, New Jersey 07042

ALSO PRESENT:  
STEVE KUSH

1 Pullman - Direct

2 We'll listen to anything.

3 MR. KORNARENS: Okay, I got it  
4 now. Thank you.

5 THE CHAIRMAN: And you can explore  
6 what he means by "all" on  
7 cross-examination.

8 MS. LADOV: Thank you, sir.

9 BY MR. KORNARENS:

10 Q. Then I'll ask the question more  
11 directly and it will be filtered in accordance  
12 with what Chairman Pratt has just said.

13 Did you ask for information from  
14 McFadden and Whitehead post-contract, which you  
15 did not receive?

16 A. Yes.

17 Q. Did you go ahead and analyze the  
18 material that you had in your files prior to  
19 signing the contract?

20 A. Yes.

21 Q. And based on your analysis, did  
22 you determine that The Pullman Group, LLC would  
23 wish to proceed with the contract?

24 A. Yes.

25 Q. Did you communicate that fact to



1 Pullman - Direct

2 McFadden and to Whitehead?

3 A. Yes.

4 Q. In what fashion did you  
5 communicate it, verbally or in writing or both?

6 A. Telephone. I spoke with both of  
7 them separately.

8 Q. Okay. Did you notify them or  
9 either of them that you discovered the tax lien  
10 that we've seen as Exhibit 11?

11 A. Yes.

12 Q. What did Mr. McFadden say, if you  
13 can recall, in response to you notifying him  
14 that you discovered a tax lien?

15 MS. LADOV: Please note my  
16 objection. I know that you've made a  
17 ruling.

18 THE CHAIRMAN: You have a  
19 continuing objection.

20 MS. LADOV: Thank you, sir.

21 A. They would work on it, they would  
22 deal with it, but I requested more information  
23 in terms of getting a release or -- and they  
24 were supposed to get back to me on that.

25 Q. And did they get back to you on

1 Pullman - Direct

2 that?

3 A. No.

4 Q. Okay. Did you tell Mr. McFadden  
5 that notwithstanding the tax lien, that you were  
6 willing to go ahead and start the deal; in other  
7 words, start making payments under the  
8 agreement?

9 A. Yes.

10 Q. And why were you willing to do  
11 that, given the fact that there was a tax lien  
12 of \$158,000 and change that you discovered?

13 A. It was less than our purchase  
14 price and I felt comfortable with it, but I  
15 liked the catalog and we wanted to go ahead with  
16 the transaction.

17 Q. Okay. And under Exhibit 4, the  
18 contract, were the payments for the royalty  
19 rights to be made over time?

20 A. Yes.

21 Q. What time frame?

22 A. There would be immediate -- there  
23 would be a first payment and then there would be  
24 each payments annually. So the issues regarding  
25 tax -- so certainly within that first year to

1 Pullman - Direct

2 A. It had been completed in the first  
3 couple of months of -- after the execution of  
4 the agreement, in May and June of 2002. Well,  
5 within the first couple of months of after the  
6 contract was signed.

7 Q. Okay, very good.

8 When you spoke to Mr. McFadden and  
9 Mr. Whitehead separately by phone in 2002, did  
10 you tell them what purchase price you had  
11 calculated for the writer's royalties using the  
12 formula set forth in the agreement?

13 A. Yes.

14 Q. Did either of them articulate any  
15 objection -- well, strike that.

16 Did you tell them also what figure  
17 you had determined was the price for the  
18 publisher's share of the royalties, if and when  
19 those royalties came back, using the formula set  
20 forth in the contract?

21 A. Yes, as -- yes.

22 Q. Okay. Did either Mr. McFadden or  
23 Mr. Whitehead articulate any objection to those  
24 figures? In other words, did they share with  
25 you any objections or concerns about the

1 Pullman - Direct

2 amounts?

3 A. No.

4 Q. Now, you've testified in your  
5 declaration that McFadden and Whitehead, after  
6 you communicated with them about wanting to  
7 proceed, stopped being responsive to you. Do  
8 you remember that testimony?

9 A. Yes.

10 Q. Can you describe what you  
11 attempted to do in order to get them to respond  
12 to you in terms of communicating with them  
13 directly? What did you try to do or what did  
14 you do?

15 A. I tried to get more information  
16 from them and get something definitive relating  
17 to what was happening with the tax lien.

18 Q. Now, please turn to arbitration  
19 Exhibit 27.

20 I'm sorry. Can you please turn to  
21 arbitration Exhibit 29.

22 No, no. One second. Can you  
23 please turn to arbitration Exhibit Number 30.  
24 This is the answer and counterclaim filed by the  
25 estates against you in the American -- AAA

1 Pullman - Direct

2 proceeding that we're here for today.

3 A. Yes.

4 Q. Okay. And there is an allegation  
5 found at paragraph 27, which is Claimant's  
6 Exhibit 30, page 8 -- I'm sorry, page 9, C30,  
7 page 9 -- that "Pullman irrevocably waived  
8 whatever rights he may have had to enforce the  
9 2002 Pullman memorandum in 2002 and 2003 after  
10 McFadden and Whitehead notified Pullman that  
11 they did not desire to consummate the proposed  
12 transaction."

13 Do you have that in front of you?

14 A. Yes.

15 Q. Did McFadden and Whitehead notify  
16 you in 2002 that they did not desire to  
17 consummate the proposed transaction?

18 A. Yes.

19 Q. Okay. And to the best of your  
20 recollection, what did they say to you or how  
21 did they notify you of that?

22 A. Telephone, the last conversation I  
23 had with them on that topic in -- would have  
24 been in the summer 2002, spring-summer. They  
25 were not going to go forward with the

1 Pullman - Direct

2 transaction, they were going to breach the  
3 agreement. And I said I can enforce it, and  
4 they said, "We know that."

5 Q. Now, as of that time had you told  
6 each of them verbally that Pullman wanted to  
7 proceed with the transaction and to acquire the  
8 rights that were the subject of Exhibit 4?

9 A. Yes, they knew that.

10 Q. Well, had you said that to them?  
11 I don't want you to speculate as to --

12 A. I said that to them and I made it  
13 very clear.

14 Q. Okay. And had you also mentioned  
15 the tax lien that you found as against McFadden?

16 A. Yes.

17 Q. And did you also tell them that  
18 you wanted that dealt with at some point during  
19 the payout period?

20 A. Yes.

21 Q. Okay. Please turn back to Exhibit  
22 4. This is the actual contract that we now have  
23 a stipulation that was signed.

24 At paragraph nine -- this is  
25 Claimant's Exhibit 4, page 5 -- it says, "If as

1 Pullman - Direct

2 a result of its due diligence, Pullman elects  
3 not to proceed with the purchase of the works,  
4 Pullman shall give written notice of its  
5 election and upon the giving of such notice  
6 Pullman shall have no further obligations  
7 hereunder."

8 Did you ever give written notice  
9 of The Pullman Group, LLC's notice of its  
10 election not to proceed with the purchase of the  
11 works?

12 A. No.

13 Q. And in fact, you verbally told  
14 them that you wanted to proceed with the  
15 purchase, correct.

16 A. Yes.

17 Q. Was it your preference to avoid  
18 litigation and reach an amicable resolution with  
19 Mr. McFadden and Mr. Whitehead?

20 A. Yes, always.

21 Q. So after they told you they didn't  
22 want to perform, did you try to make efforts to  
23 follow up with them to get them to perform?

24 A. I did on a regular basis.

25 Q. Okay. Can you just very briefly

1 Pullman - Direct  
2 describe what those efforts were in terms of the  
3 efforts that you personally made on behalf of  
4 The Pullman Group. You don't need to talk about  
5 counsel right now.

6 A. I called them in six-month  
7 intervals to go over it, to see if we could work  
8 it out amicably. That was -- they did not go  
9 forward in 2002 -- before 2002 ended. So I  
10 would contact them in the increments of  
11 six-month intervals in 2000 -- after that, I  
12 would -- they would -- (unintelligible) -- I  
13 would reach them, they wouldn't return calls.  
14 If I ever reached them in six-month intervals --  
15 as time went on, we were trying to work it out  
16 amicably. In sequence one died and then the  
17 other died, and now we had the estates and we  
18 wanted to see what was happening there.

19 That was basically the sequence of  
20 events. And then as time was going on and we  
21 were not being able to solve it amicably, the  
22 issue came up when we are -- are -- at the time  
23 we had our attorney put notice to BMI any -- and  
24 Warner/Chappell of our rights, to make everyone  
25 aware of them, that we were -- still had the



1 Pullman - Cross

2 the writers.

3 Q. You would agree that the due  
4 diligence that you claim that you prepared was  
5 never furnished to either McFadden or Whitehead  
6 or their executrixes after their death?

7 A. We never provide due diligence  
8 that we do to any seller in any transaction. It  
9 would make absolutely no sense for us to do  
10 that.

11 Q. Yet, you agree that you brought  
12 the tax liens to the attention of McFadden and  
13 Whitehead?

14 A. Of course, because they had to be  
15 dealt with, as opposed to the -- our  
16 calculations and our due diligence of going  
17 through the statements. That's all our work  
18 product. But as far as the IRS, that's  
19 something in terms of how to be paid.

20 Q. Mr. Pullman, is it your contention  
21 that McFadden and Whitehead were not aware of  
22 their own tax issues?

23 A. What they knew or didn't know, I  
24 can't say to what their state of mind was, but I  
25 do know that we brought it up and we were

1 Pullman - Cross  
2 waiting to get information from them in terms of  
3 what they were doing in terms of dealing with  
4 it, and they never came back to us with that.

5 Q. Mr. Pullman, you would agree with  
6 me that a reasonable inference from the 2002  
7 agreement -- and I'm only speaking now about the  
8 2002 agreement, okay? Are we on the same page?

9 A. Yes.

10 Q. You would agree with me that a  
11 reasonable inference would be that if due  
12 diligence was not completed within 180 days of  
13 the execution of the agreement, that the  
14 contract was considered abandoned?

15 MR. KORNARENS: That calls for  
16 legal conclusion. It's also  
17 contradicted by the agreement. It's  
18 also argumentative.

19 THE CHAIRMAN: The question is  
20 whether he agrees with it. Do you agree  
21 with what she says?

22 THE WITNESS: I'm trying to  
23 understand this, but no.

24 Q. And you would agree with me that  
25 the sale of the catalog itself was subsequent to

1 Pullman - Cross

2 the completion of the due diligence and the  
3 accepting of the results of the due diligence?

4 MR. KORNARENS: Vague and  
5 ambiguous as to --

6 A. No.

7 MS. LADOV: He answered it.

8 MR. KORNARENS: He answered it.

9 Q. Well, I keep coming back to the  
10 tax issue, Mr. Pullman, because so much has been  
11 made of it. Were you aware that prior to  
12 Mr. Whitehead's untimely death he was a guest of  
13 the Metropolitan Correctional Center for tax  
14 problems?

15 MR. KORNARENS: Vague as to time,  
16 as to when he might have been aware of  
17 that.

18 Q. The 1980s.

19 MR. KORNARENS: No, Pullman's  
20 awareness. Vague as to time as to when  
21 Pullman was aware of it.

22 Q. Mr. Pullman, were aware of it then  
23 when you -- when the 2002 agreement was  
24 executed?

25 A. He actually told us about it, and

1 Pullman - Cross

2 it came up when we were looking, prior to that,  
3 to a securitization and said we could not in the  
4 years prior to that because he had a criminal  
5 record and we couldn't issue security with  
6 someone with that, but it didn't have anything  
7 to do with what his current tax situation was.

8 Q. Now, let's go to the agreement  
9 itself.

10 You would agree with me that the  
11 statement stated that the right of first refusal  
12 would exist for 180 days from the notice of a  
13 third-party offer; is that correct, sir?

14 MR. KORNARENS: Argumentative,  
15 incomplete recitation of that term.

16 THE CHAIRMAN: Overruled.

17 A. Referring just to the first part  
18 -- (unintelligible) -- whatever it says in the  
19 contract it says. I don't have that memorized.  
20 Whatever it says in our contract, that's the  
21 language of the first right of refusal only.  
22 That has nothing to do with the due diligence  
23 period and us completing it and trying to go  
24 forward with a transaction is two separate  
25 issues.

1 Pullman - Cross  
2 for them at the time, or another attorney as  
3 well, regarding that. So that's why that  
4 comment came on our agreement.

5 Q. Did you ever contact any counsel  
6 or any representative on behalf of McFadden and  
7 Whitehead as the 2002 document was being  
8 prepared?

9 A. I do not recall doing that.

10 (An off the record discussion took  
11 place.)

12 (A recess was taken.)

13 BY MS. LADOV:

14 Q. Mr. Pullman, are you there?

15 Mr. Pullman, I want to go back to  
16 your statement on direct examination that you  
17 heard from McFadden and Whitehead sometime in  
18 2002 that they did not want to go forward with  
19 the deal; is that right?

20 A. Yes. In the month right after we  
21 executed the transaction in 2002 they told me  
22 that.

23 Q. So would it be a fair statement  
24 that it was sometime in June or July of 2002?

25 A. That's possible. I don't have the

1 Pullman - Cross

2 exact -- (unintelligible). That was arranged,  
3 yes.

4 Q. You're breaking up.

5 Mr. Pullman, you then told us that  
6 you would reach out to McFadden and Whitehead on  
7 a periodic basis; is that correct?

8 A. Correct.

9 Q. How did you reach out to them,  
10 sir?

11 A. Telephone.

12 Q. Do you have with you or does your  
13 counsel have with you records of the phone calls  
14 that you made to McFadden and Whitehead?

15 A. Records, like telephone records  
16 from 2003-'4? Is that what you mean?

17 Q. That is what I mean, sir.

18 A. No, I don't know if that's  
19 possible.

20 Q. Did you ever have any written  
21 communication with McFadden and Whitehead after  
22 they advised you that they did not wish to go  
23 forward?

24 A. Written communications? I don't  
25 know if we had any additional written

1 Pullman - Cross

2 A. If that was his address, that was  
3 his address. We sent them to each of them  
4 separately, I know that.

5 Q. And did the mail ever come back  
6 "recipient unknown"?

7 A. Not that I know of. When we sent  
8 the contract back, no. That was fine at that  
9 time, okay, in 2002.

10 Q. Now, you said that you tried to  
11 work things out amicably in 2003, correct?

12 A. Correct.

13 Q. How many times did you try to  
14 contact McFadden and Whitehead in 2003?

15 A. Well, there is a difference  
16 between us actually speaking to them and trying  
17 to work it out, each of them separately, and the  
18 amount of phone calls it took to actually get  
19 them on the phone. Those are two different  
20 issues. So probably we got them on the phone,  
21 I'd say, one out of six to one out of ten times  
22 we'd call them. It was a six-month interval,  
23 but it would take six to ten calls to actually  
24 get them on the phone, to pick up.

25 Q. Did it occur to you, Mr. Pullman,





# Exhibit K

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IN THE MATTER OF THE ARBITRATION BETWEEN  
THE PULLMAN GROUP, LLC,  
                    Claimant and Counterclaim Respondent,  
v.                    Case No. 13 20 0800 1087  
THE ESTATES OF GENE MCFADDEN AND JOHN C.  
WHITEHEAD,  
                    Respondent and Counterclaimant.  
-----X

Hughes Hubbard & Reed LLP  
One Battery Park Plaza  
New York, New York  
  
July 29, 2014  
9:11 a.m.

BEFORE:  
  
GEORGE C. PRATT, CHAIRMAN  
  
JAMES B. KOBAK, JR., PANEL MEMBER  
  
RICHARD D. ROSENBLOOM, PANEL MEMBER  
  
  
Reported By:  
  
Nicole Cannistraci, Court Reporter

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A P P E A R A N C E S:

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Attorney for Respondent and  
Counterclaimant  
29 Harrison Avenue  
Montclair, New Jersey 07042

ALSO PRESENT:  
STEVE KUSH

1 Selsky - Cross

2 strictly on Mr. Pullman's representation to you  
3 that he spent \$10,000 or more?

4 A. That sentence -- yes, the final  
5 sentence is -- where I said it's quite  
6 reasonable stands.

7 Q. Thank you.

8 You would also agree with me that  
9 based on the content of the short form  
10 agreement, that due diligence was required to be  
11 performed in 180 days from the execution of the  
12 agreement, correct?

13 A. Correct.

14 Q. Now, in looking at some of the  
15 exhibits that were attached to your declaration,  
16 I'm looking at Bates stamp number C as in  
17 Charles 003817 through C003824. If you have a  
18 moment, could you pull that up, please.

19 A. 3817?

20 Q. 3817 through 3824.

21 A. All right.

22 Q. Now, could you look at the bottom,  
23 the way bottom of each of those pieces of paper?

24 A. Okay.

25 Q. Do you see a date there, sir, for

1 Selsky - Cross

2 Can you answer the question?

3 A. Well, if in fact the notice was  
4 end of October of '07, 180 days would be, I  
5 guess, end of April or early May of 2008.

6 Q. Thank you, sir.

7 And according to the terms of the  
8 short form agreement, would I be correct that  
9 Mr. Pullman or The Pullman Group could purchase  
10 the catalog for the same terms and conditions as  
11 stated in the third-party offer?

12 A. I think the problem with that is,  
13 I think Pullman expected to be able to complete  
14 the deal on the terms he negotiated, forgetting  
15 about right of first refusal. He had a contract  
16 for six times the multiple and I think that's  
17 what he really wanted to do. He didn't want to  
18 have to go to this first refusal.

19 Q. You may well be right, Mr. Selsky,  
20 but the bottom line is these are the terms of  
21 the agreement that in essence we have to deal  
22 with, and if the agreement was not consummated  
23 by way of a long form agreement with all the  
24 bells and whistles that you have articulated has  
25 to be part of a full-blown contract, and we go

1 Selsky - Cross

2 yes or no.

3 A. The trouble with your testimony  
4 and your question is that it presumes Pullman  
5 has elected not to purchase, which only then  
6 does this whole right of first refusal come into  
7 being. I'm saying it doesn't come into being.

8 Q. Mr. Selsky, I think we can agree  
9 that the short form was executed in 2002,  
10 correct?

11 A. Correct.

12 Q. Between 2002 and October of 2007,  
13 do you know what efforts, if any -- of your own  
14 knowledge, what efforts, if any, were made by  
15 Mr. Pullman to purchase the catalog?

16 A. I was told by Mr. -- I don't know  
17 anything personally. I was told by Mr. Pullman  
18 that he regularly called McFadden and Whitehead  
19 and told them, "I understand you guys are maybe  
20 not so sure about going through the deal, I  
21 really want to make this deal with you," and  
22 then I -- so he did, according to him, ask to  
23 have the deal go forward. Then I believe I saw  
24 a -- something from Besser in 2004 or 2005 in  
25 which he put some people on notice, I guess the

1 Selsky - Cross

2 estate on notice.

3 Q. Actually, Mr. Selsky, in 2004 we  
4 have testimony that Mr. Besser wrote letters,  
5 we've seen the letter that he wrote to  
6 Warner/Chappell putting them on notice.

7 A. Right, that's the one.

8 Q. And we understand that there was a  
9 similar letter addressed to a representative of  
10 BMI.

11 What I am asking -- so you're  
12 basing what you're saying on what Mr. Pullman  
13 says that he did.

14 A. And Besser's letter.

15 Q. Did you ever see a letter from  
16 Mr. Besser to either McFadden and Whitehead  
17 prior to their death or to the executors or  
18 executrixes of their estates?

19 A. No.

20 Q. Did you ever see any proof from  
21 Mr. Pullman, any letters that he may have  
22 crafted, faxes he may have sent, phone bills  
23 indicating long distance phone calls to  
24 Philadelphia from California, backing up his  
25 statements that he reached out to McFadden and

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CERTIFICATE

STATE OF NEW YORK           )  
                                       )          S s .  
COUNTY OF NASSAU         )

I, NICOLE CANNISTRACI, a Shorthand Reporter and Notary Public within and for the State of New York, do hereby certify:

That I reported the proceedings in the within entitled matter, and that the within transcript is a true record of such proceedings.

I further certify that I am not related to any of the parties to this action by blood or marriage, and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto  
set my hand this 11th day of August, 2014.

NICOLE CANNISTRACI



**CERTIFICATE OF SERVICE  
UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

I am over the age of eighteen (18) and not a party to the within action.

On December 12, 2014 I served the foregoing document described as: **DECLARATION OF ANTHONY KORNARENS** on the interested parties in this action by placing a true copy in a sealed envelope, addressed as follows:

**SEE ATTACHED SERVICE LIST**

[XX] VIA EMAIL: I caused the above described document to be electronically transferred in “pdf” format to the email addressee(s) listed and no errors were reported.

Executed on December 12, 2014 at Los Angeles, California

I declare under penalty of perjury under the laws of the United States that the above is true and correct.

Armen Manassarian	/s/ Armen Manassarian
TYPE OR PRINT NAME	SIGNATURE

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